



AGENDA  
GULF SHORES CITY COUNCIL  
COUNCIL WORK SESSION MEETING  
JUNE 5, 2017  
4:00 P.M.

**1. Councilmember Discussion Period**

A. Councilman Stephen E. Jones

**2. Airport Authority**

A. Kiosk Lease Agreement - Oasis Services

Documents:

[AA - OASIS MEMO.PDF](#)  
[AA - RESO 692-17.PDF](#)  
[AA - KIOSK LEASE OASIS SERVICES.PDF](#)

**3. Environmental / Grants Coordinator**

A. NFWF Funding Agreement

Documents:

[EGC - MEMO - NFWF FUNDING AGREEMENT.PDF](#)  
[EGC - BON SECOUR - OYSTER BAY WETLAND ACQUISITION PROJECT PROPERTIES - JAN 25 2017 \(2\).PDF](#)  
[EGC - DRAFT GEBF FUNDING AGREEMENT.PDF](#)

**4. Finance And Administrative Services Department**

A. 2016 Comprehensive Annual Financial Report

Documents:

[FIN - MEMO - 2016 CAFR.PDF](#)

B. Lyft Franchise Request

Documents:

[FIN - MEMO - LYFT FRANCHISE REQUEST.PDF](#)  
[FIN - FINAL LYFT GULF SHORES FRANCHISE AGREEMENT.PDF](#)

C. Boy Scout Troop 49 - Request To Donate Surplus Chairs

Documents:

[FIN - MEMO - BSA CHAIR DONATION REQUEST.PDF](#)  
[FIN - BSA DONATION REQUEST.PDF](#)

**5. Fire Department**

A. Acceptance Of Donation

Documents:

[FD - MEMO - ACCEPTANCE OF DONATION.PDF](#)  
[FD - RESO 685 - AIRPORT AUTHORITY - FIRE TRUCK.PDF](#)

**6. Recreation And Cultural Affairs**

A. Public Assembly Permit Application - Hero's On The Water - South AL Chapter

Documents:

B. Authorize MOU - DCNR State Park Pier - 4th Of July Fireworks

Documents:

[RAC - MOU MEMO DCNR - STATE PARK PIER.PDF](#)  
[RAC - MOU 2017 - DCNR.PDF](#)

C. Public Assembly Permit Application - COGS 4th Of July Fireworks

Documents:

[RAC - PUBLIC ASSEMBLY PERMIT APPLICATION 4TH OF JULY FIREWORKS.PDF](#)  
[RAC - JULY 4TH TIMELINE.PDF](#)  
[RAC - SITE MAP - PIER FIREWORKS.PDF](#)

D. Authorize Pyro Shows Contract

Documents:

[RAC - PYRO SHOWS MEMO.PDF](#)  
[RAC - PYRO SHOWS CONTRACT.PDF](#)  
[RAC - PYRO SHOWS - CERTIFICATE OF INS..PDF](#)

**7. City Clerk**

A. ABC License Application - The Tiki Bar

Documents:

[CC - MEMO - ABC APPLICATION - THE TIKI BAR.PDF](#)  
[CC- ABC APPLICATION - THE TIKI BAR.PDF](#)

B. Board Reappointments

Documents:

[CC - MEMO - BOARD REAPPOINTMENTS - GSU, BBOAA.PDF](#)

**8. Mayor**

Updates

**9. Adjourn**



SMALL TOWN, BIG BEACH™

**Date:** May 22, 2017

**To:** Mayor and City Council

**From:** Scott Fuller, Airport Manager

**Subject:** Ratify and Confirm Kiosk Lease Agreement between the Airport Authority and Corporate Aircraft Solutions, LLC. dba Oasis Helicopter Services, LLC.

**Background:** Corporate Aircraft Solutions, LLC. dba Oasis Helicopter Services, LLC. proposes to lease kiosk space #2 in the Airport Administration Building. Standard rent is \$250.00 per month=\$3,000.00 per year. Additionally, Corporate Aircraft Solutions, LLC. dba Oasis Helicopter Services, LLC. will pay 2% of gross revenues on a monthly basis. Lease is effective June 1, 2017. Term is for one year, renewable for additional one year terms.

**Recommendation:** Approval of the attached Resolution ratifying and confirming the lease with Corporate Aircraft Solutions, LLC. dba Oasis Helicopter Services, LLC. dated June 1, 2017.

**Previous Council Action:** None

**Budget Implications:** Airport revenues of \$3,000.00 per year, plus a percentage participation in gross revenues. City expense- \$0.00; Authority expense- \$0.00

**Related Issues:** None

**Attachments:** Resolution 692-17 and Kiosk Lease Agreement

RESOLUTION NO. 692-17

A RESOLUTION AUTHORIZING  
THE AIRPORT AUTHORITY OF THE CITY OF GULF SHORES  
TO LEASE THE KIOSK SPACE #2  
ON THE FIRST FLOOR OF THE AIRPORT ADMINISTRATION BUILDING  
AT THE JACK EDWARDS NATIONAL AIRPORT  
TO CORPORATE AIRCRAFT SOLUTIONS, LLC.  
DBA OASIS HELICOPTER SERVICES, LLC.

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COPY  
12/17

BE IT RESOLVED BY THE AIRPORT AUTHORITY OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN RESCHEDULED SESSION ON MAY 22, 2017 as follows:

Section 1. Does hereby approve a lease for the first floor Kiosk #2 of the Airport Administration Building at the Jack Edwards National Airport.

Section 2. That the lease shall be between Corporate Aircraft Solutions, LLC. dba Oasis Helicopter Services, LLC. and the Airport Authority of the City of Gulf Shores;

Section 3. That the lease rate shall be \$250.00 per month and for a term of one year with the option to renew on a year to year basis.

Section 4. That this Resolution shall become effective upon its adoption.

ADOPTED this 22<sup>nd</sup> day of May, 2017.

  
CHAIRMAN

ATTEST:

  
SECRETARY

**This Instrument Prepared By:**

Timothy D. Garner, Esq.  
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**STATE OF ALABAMA    }**  
**COUNTY OF BALDWIN   }**

**KIOSK LEASE AGREEMENT**

**WHEREAS**, this Agreement is made and executed on MAY \_\_\_\_\_, 2017, by and between **THE AIRPORT AUTHORITY OF THE CITY GULF SHORES**, a public corporation and instrumentally under the laws of the State of Alabama, hereinafter referred to as the “AUTHORITY,” and **CORPORATE AIRCRAFT SOLUTIONS, LLC**, a Georgia limited liability company, **DBA OASIS SERVICES**, hereinafter referred to as the “LESSEE.”

**AND WHEREAS**, The City of Gulf Shores, Alabama, hereinafter referred to as the “CITY,” has leased Jack Edwards National Airport, hereinafter referred to as the “AIRPORT,” to the Authority under that certain Lease, Assignment and Operating Agreement, originally dated July 29, 1988, and recorded April 4, 1991, in Real Property Book 418, at Page 669, et seq., and subsequently amended and restated in that certain Amended and Restated Lease, Assignment, and Operating Agreement, dated July 1, 2008, and recorded July 3, 2008, as Instrument Number 1125068, all recorded in the office of the Judge of Probate of Baldwin County, Alabama, said lease agreement and amendment hereinafter referred to collectively and in their entirety as the “MASTER LEASE,” and incorporated by reference herein as if set forth in full.

**AND WHEREAS**, the Authority is responsible for the development and growth of the Airport and providing beneficial aviation services to accommodate all general and commercial aircraft situated at the Airport, whether such aircraft are permanently based or transient.

**AND WHEREAS**, the Authority has heretofore granted unto Lessee the license and privilege to operate Lessee’s business and provide certain aviation services at the Airport under the terms and provisions of that certain License and Operating Agreement by and between the Authority and Lessee, dated March 7, 2013, hereinafter referred to collectively and in its entirety as the “LICENSE AGREEMENT,” said Agreement being incorporated herein by reference as if set forth in full.

**AND WHEREAS**, the City has, by proper resolution of its governing body, expressed its ratification of and consent to this Agreement.

**WHEREFORE**, the premises considered, the Authority and the Lessee do each hereby mutually covenant, warrant, and agree, as follows, to-wit:

## **ARTICLE 1**

### **1.01. DEFINITIONS:**

The following words, terms or phrases, when used in this Agreement, have the following meanings, unless the context clearly indicates a different meaning, to-wit:

1. “Agreement” means this Kiosk Lease Agreement as same may be hereafter modified, amended, or otherwise supplemented, by the Authority and Lessee pursuant to the provisions hereof.
2. “Aircraft” means any device now known or hereafter invented, used or designed for navigation of or flight in the air, except a parachute or other similar device designed for use as safety equipment, and shall specifically exclude and not mean any parts or components of an Aircraft.
3. “Airport” means the Jack Edwards Airport and all interests in real estate, improvements, fixtures, easements and personal property which now or hereafter comprise the same, including without limitation to all buildings, structures, facilities, fixtures, runways, paved areas, parking areas and other structures now or hereafter located on said real estate, and all chattels, equipment, machinery, facilities, and personal property, tangible and intangible used or useful in connection with aeronautical activities on said real estate.
4. “Airport Property” shall mean the same as Airport and shall specifically include, without limitation, to all of the real estate described in the Master Lease.
5. “Authority” means the Airport Authority of the City of Gulf Shores, and its successors and assigns, including any successor permitted under Section 6.02.
6. “City” means the City of Gulf Shores, Alabama, in Baldwin County.
7. “Enabling Law” means Article 2, of Chapter 3, of Title 4, of the CODE OF ALABAMA, 1975, as amended.
8. “Effective Date” means the specific date set forth in Section 10.05 herein below, which date shall be used for any renewal hereof and all notices hereunder, notwithstanding the date of the execution of this Agreement by Lessee or the Authority.
9. “Environmental Laws” shall mean and include any Governmental Requirement, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERLA), as amended, 42 U.S.C. SECTIONS 9601, et seq., relating to pollution or protection of human health or the environment, including any relating to any Hazardous Substance.

10. “Force Majeure” means acts of God or the public enemy, labor disputes, civil disturbances.

11. “Governing Restrictions” means collectively (i) the Quitclaim Deed and all provisions thereof, (ii) the Master Lease and the provisions thereof, and (iii) the Regulations, as defined herein.

12. “Governmental Authority” means any federal, state, county, municipal, or other government authority, domestic, or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof, and specifically includes, without limitation, the Federal Aviation Administration (FAA), the United States Environmental Protection Agency (EPA), the Alabama Department of Environmental Management (ADEM), the City of Gulf Shores, Alabama (CITY), and to any successor thereof.

13. “Government Requirements” means all laws, orders, decrees, rules, regulations, ordinances, judgments, codes, injunctions, notices, demands, and requirements of any Government Authority directed or applicable to the Authority, the Lessee, or the Airport, and shall include, without limitation, to the foregoing, and to all applicable non-discrimination laws, and the Regulations.

14. “Hazardous Substances” means and shall include all pollutants, contaminants, toxic or hazardous wastes and other substances, including, but not limited to, asbestos, urea formaldehyde foam insulation and materials containing either petroleum or any of the substances referenced in Section 101 (14 ) of CERCLA, the removal of which is required or the manufacture, use, maintenance and handling of which is regulated, restricted, prohibited or penalized by any applicable Environmental Law, or even though not so regulated, restricted, prohibited, or penalized, might or otherwise could possibly pose a hazard to the health and safety of the public or the occupants of the property on which it is located or the occupants of the property adjacent thereto.

15. “Licensed Airport Property” means the specific Kiosk Number 2 location at or upon the Airport Property where Lessee shall occupy and be permitted to operate.

16. “Lessee” means CORPORATE AIRCRAFT SOLUTIONS, LLC, a Georgia limited liability company, DBA OASIS SERVICES.

17. “License Agreement” means that certain License and Operating Agreement heretofore executed by and between the Authority and Lessee, dated JUNE 1, 2017.

18. “Master Lease” shall mean that certain original Lease, Assignment and Operating Agreement, dated July 29, 1988, by and between the City and the Authority, and amended and restated in instrument dated July 1, 2008, and recorded July 3, 2008, as Instrument Number 1125068, all recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

19. “Minimum Standards” means collectively the Regulations and all Government Requirements and Governing Restrictions, together with and including all rules, regulations, provisions and standards promulgated by the Authority, the Federal Aviation Administration, the City of Gulf Shores, and all other municipal and governmental departments and agencies having jurisdiction thereof, as same may be hereafter amended, modified or changed from time to time.

20. “Quitclaim Deed” means collectively that certain deed dated November 23, 1977, executed by the United States of America, to the Department of Aeronautics of the State of Alabama, recorded December 7, 1977, in Deed Book 528 N.S., Page 381, et seq., and transferred to the City by quitclaim deed dated October 17, 1983, and recorded in Real Property Book 159, Page 517, et seq., all recorded in the office of the Judge of Probate of Baldwin County, Alabama.

21. “Regulations” shall mean the regulations adopted by the Authority with respect to the Airport, as the same shall be amended, supplemented or restarted from time to time.

22. “Rent” means collectively the amounts payable as set forth in Article 3 herein below.

23. “State” means the State of Alabama.

24. “Term” means the length or duration period of this Agreement and any renewal thereof, as defined and set forth herein.

#### **1.02. REPRESENTATION BY LESSEE:**

1. Lessee represents and warrants to the Authority that Lessee is a business entity duly licensed and is currently qualified to do business in the State as required, and Lessee is not in violation of any provision of its organizational documents and operation or the laws of the State.

2. Lessee has the power to enter into this Agreement, and the assumption by Lessee of its obligations hereunder is necessary to promote and further the economic interest of the Lessee and will result in direct financial and other benefits to the Lessee.

#### **1.03. RELATIONSHIP OF PARTIES:**

1. This Agreement is made by the Authority under and pursuant to the provisions of the Enabling Law and is subject to the terms and provisions thereof.

2. The execution of this Agreement, the performance and observance of the terms hereof, any extension of credit by the Authority to Lessee, and any other act or forbearance done or taken in connection herewith, shall not operate or be construed to form a partnership or joint venture between the Authority and Lessee or to constitute Lessee as an agent of the Authority or establish any agency or other similar relationship between the Authority, the Lessee, and the City.

**1.04. LIMITATION OF LIABILITIES OF THE AUTHORITY:**

1. The Authority shall not by virtue of this Agreement or the exercise of its rights or performance of duties under the Master Lease or this Agreement assume any duty or obligation that would make the Authority directly, indirectly, or otherwise derivatively liable for the negligent or reckless conduct or willful misconduct of Lessee or any other person or entity.

2. Lessee, in the conduct and performance of its business and duties and the exercise of its privileges hereunder, is and shall be deemed and considered an independent contractor and shall not act or be considered in any way as an agent of the Authority or the City, and the selection, retention, assignment, direction and payment of the employees, agents, and representatives of the Lessee shall be the sole responsibility and function of the Lessee.

**ARTICLE 2**

**2.01. GRANT OF SPECIFIC LEASE AND PRIVILEGES:**

1. The Authority, for and in consideration of the rents, covenants, agreements and warranties hereinafter reserved, represented and contained on the part of Lessee to be paid, kept and performed, does hereby grant to Lessee, a non-exclusive and revocable lease and license to occupy and use KIOSK NUMBER 2 (Two) situated within the terminal building, hereinafter referred to as the "LICENSED AIRPORT PROPERTY."

2. Lessee is hereby authorized to use the Licensed Airport Property for the limited use and purposes of operating Lessee's specific business heretofore approved by the Authority and such other activities as the Authority may hereafter approve and authorize.

3. Licensee acknowledges Lessee is REQUIRED and hereby covenants and agrees to engage in and conduct Lessee's specific aviation related business upon the Licensed Airport Property, as such business is defined and set forth in Lessee's License Agreement, and any such other aviation related activities as the Authority may hereafter approve and authorize.

4. Lessee understands and expressly acknowledges and covenants the Lessee's requirement to conduct its business shall be considered as a condition precedent to the continuation of this Agreement or the lease or any other licenses, privileges, or rights currently or hereafter granted to Lessee hereunder, the intent being Lessee shall not be allowed to lease the Licensed Airport Property and not conduct any aviation related business therefrom.

5. Lessee may be authorized by the Authority and granted other non-exclusive privileges and licenses to engage in and conduct certain additional and other aviation related services upon the Licensed Airport Property after proper application to and approval by the Authority.

## **2.02. GRANT OF NON-EXCLUSIVE EASEMENT:**

1. In common with others so authorized, the Authority does hereby grant unto Lessee, subject to the terms of this Agreement, a non-exclusive easement of free and unrestricted ingress to and egress from and about the Airport and the Airport Property to conduct and operate Lessee's approved business.

2. The Authority does hereby further grant to Lessee the privilege and license to locate, operate and maintain certain equipment at and upon the Airport Property which has been pre-approved by the Authority, and the non-exclusive use of all facilities and operational improvements of a public nature which are now or may hereafter be connected with or appurtenant to the Airport.

## **2.03. CONDITIONS AND LIMITATIONS:**

1. Lessee acknowledges Lessee's use of the Kiosk is limited exclusively to the specific aviation business for which Lessee has been permitted under the said License Agreement.

2. Lessee agrees all activities, services, and enterprises required and provided by Lessee upon the Licensed Airport Property shall be conducted and performed in a courteous and professional manner by competent personnel of Lessee with all proper training, licenses, and authorization on a schedule approved by the Authority in advance.

3. Lessee shall not, without the prior written consent of the Authority, repair or maintain any equipment, motor vehicles, or other items upon any portion of the Airport Property without the prior written approval of the Authority which consent may be withheld for any reason.

4. Lessee shall have exclusive possession and use of the Licensed Airport Property; however, Lessee expressly covenants and agrees this Agreement and each term, condition and provision hereof shall not operate or be construed to grant or authorize the granting of an "exclusive right" (within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended and all applicable regulations and advisory circulars) for the provision of any service or the conduct of any activity or the exercise or enjoyment of any privilege or license hereunder.

5. Lessee shall have no right to use any of the aircraft tie-downs situated on the apron and tie-down area at the Airport; however, Lessee shall be authorized to use the West main ramp area in front of the terminal to load and disembark Lessee's passengers or patrons.

6. Lessee expressly acknowledges this Agreement and all licenses, privileges, rights, and easements, made herein and granted to and in favor of Lessee are made expressly subject and subordinate to the Master Lease, Minimum Standards, License Agreement, and all Governmental Requirements and Restrictions, and shall be used and exercised only in accordance therewith.

7. Lessee expressly acknowledges all of the easements, rights, privileges, licenses, and interests set forth herein are granted and made available to Lessee on the same basis and to the same extent as all other Lessees of the Airport or conducting other businesses or enterprises at or upon the Airport Property, and as such, the Authority reserves and shall have the absolute right, in its sole discretion, to grant to other persons or entities certain rights, privileges, and licenses upon or with respect to the Airport which are identical in part or in whole to those granted to Lessee.

#### **2.04. NO ASSIGNMENT:**

1. Lessee expressly acknowledges this Agreement and the licenses and privileges granted to Lessee hereunder shall be exclusive only to Lessee and are not and shall not be assignable or assumable in any form whatsoever without the prior written consent of the Authority, which consent may be withheld for any reason, and any attempt to do so by Lessee shall be considered and deemed a default hereunder.

2. Lessee shall not assign, pledge, mortgage or otherwise convey this Agreement as collateral or security for the performance or payment of any obligation of Lessee without the prior written consent of the Authority, which consent may be withheld for any reason.

### **ARTICLE 3**

#### **3.01. DURATION OF THE TERM OF THIS AGREEMENT:**

1. Notwithstanding when this Agreement is executed and delivered, the date this Agreement and the license and privileges granted hereunder shall begin on **JUNE 1, 2017**, said date hereinafter referred to as the “EFFECTIVE DATE,” and all of Licensee’s licenses, rights and privileges hereunder shall expire at 11:59 p.m., on **MAY 31, 2018**.

2. The Authority and Lessee shall each have the expressed authority, in either party’s sole discretion, and upon thirty (30) days prior written notice to the other, terminate, revoke and cancel this Agreement at will, and thereafter all leases, licenses, rights, and interests of each hereunder as to each other, shall be terminated, save and excepting any covenants, warranties, indemnities, or agreements herein which shall expressly survive the termination hereof.

3. Lessee shall have the option to renew this Agreement under the following terms and conditions, all of which shall be considered a condition precedent to any such renewal, to-wit:

A. Lessee shall properly notify the Authority of Lessee’s intention to renew within FORTY-FIVE (45) days of the expiration of the then current Term.

B. Lessee shall not be in default under this Agreement or any other agreement Lessee may have with the Authority.

3. Lessee shall, prior to the expiration of the then current Term, conclude an agreement with the Authority for the upcoming renewed Term regarding, (i) the amount of the rent and other charges to be paid and the manner of payment thereof for and during the upcoming renewal Term, and (ii) any amendment or other change to any term or provision of any license or privilege authorized hereunder, and (iii) any changes in the amount or type of insurance to be carried.

4. PROVISOR: Notwithstanding anything contained herein or in any other related document to the contrary, the Authority shall not be required or otherwise obligated in any way to renew or otherwise continue this Agreement.

### **3.02. RENT REQUIREMENTS AND PROVISIONS:**

1. Lessee does hereby covenant and agree to timely pay to the Authority for the use and occupancy of the Licensed Airport Property and the privileges and licenses granted herein, the total sum of **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)**, payable monthly in advance at the rate of \$250.00 per month, said sum hereinafter referred to collectively as "RENT."

2. The said Rent shall be deemed due and payable by Lessee in full and in advance; however, Lessee shall be allowed to pay said Rent in twelve (12) monthly installments provided Lessee remits said monthly payments timely and is not otherwise in default.

3. Said Rent shall begin and shall be due and payable in advance on the first day of the Effective Date, and shall continue on the same first day of each consecutive month thereafter until the proper termination of this Agreement or the natural expiration hereof.

4. Lessee does hereby covenant and agree to also timely pay to the Authority any and all such special or additional amounts and at such times as shall be required by the Authority and the City to facilitate the continued and effective administration of the Airport.

### **3.03. PAYMENT OF RENT CONDITION PRECEDENT:**

1. Lessee's obligation to timely pay said annual Rent and promptly comply with all other obligations hereunder is and shall be deemed a condition precedent to the continuation of this Agreement and the performance of any obligation of the Authority hereunder.

2. The prompt and complete performance of all obligations of Lessee hereunder are and shall be absolute and unconditional, notwithstanding anything contained herein to the contrary or any rights of set-off, recoupment, or counterclaim Lessee might otherwise have against the Authority, or the occurrence or non-occurrence of any event, circumstance or condition whatsoever.

## **ARTICLE 4**

### **4.01. INDEMNITY OF AUTHORITY:**

1. Lessee agrees to indemnify, save and hold the Authority and all of its directors, officers, employees, agents and representatives harmless from and against any and all liabilities, damages, claims, actions or other losses of any kind, character, or nature whatsoever incurred by the Authority arising from or related to or otherwise in connection with the conduct and operation of Lessee's business services and activities at and upon the Airport.

2. Lessee expressly agrees such indemnification shall also include the following, to-wit:

A. Any default by the Lessee in the performance or observance of its obligations and covenants hereunder or any violation by Lessee of the Minimum Standards, Master Lease or any applicable Governmental Requirement or Governing Restriction.

B. Any default by Lessee in the performance or observance of any agreement, contract, covenant, or other restriction affecting the Airport or the use thereof of which Lessee has notice and which shall have existed at the commencement of the Term or otherwise become effective during the Term.

C. Any damage, injury, loss or destruction of any Airport Property, or any injury to, or the death of, any person or any damage to property at or upon the Airport, or in any manner growing out of or connected with the use, non-use, condition or occupation or operation of the Airport or any part thereof, or any other act or event occurring upon, or affecting, any part thereof.

D. Any other act or event occurring upon or affecting any part of the Airport directly or indirectly resulting from, attributable to, or arising out of any act or failure to act of Lessee or any employee, agent, representative, customer, patron, or invitee of Lessee.

3. Lessee expressly agrees all such payments and indemnification shall include, but shall not be limited to, reasonable attorney's fees and expenses of the Authority.

### **4.02. ADVANCES BY AUTHORITY:**

1. In the event Lessee fails to perform any covenant in this Agreement after having been given the notice and opportunity to correct such default as set forth herein below, the Authority may make advances to effect performance of any such covenant on behalf of Lessee as the Authority deems necessary to protect the Airport, City or Authority under the circumstances.

2. Any and all amounts advanced by the Authority for and on behalf of Lessee, together with interest thereon from the date of advancement at the maximum rate of interest allowed by law, shall become an additional obligation payable by Lessee to the Authority upon demand.

## **ARTICLE FIVE**

### **5.01. GENERAL OPERATING STANDARDS:**

1. For as long as Lessee shall occupy and possess the Licensed Airport Property, Lessee shall continuously, at Lessee's expense, promptly comply with the Minimum Standards and furnish courteous and efficient services which are consistent with the administration and operation of the aviation related business authorized by the Authority in Lessee's License Agreement, and adequate to meet all of the demands thereof, on a fair, equal, and not unjustly discriminatory bases.

2. Lessee expressly assumes all risk of loss whatsoever, including, but not limited to, any decrease in the use, enjoyment or value, of the license and privileges created hereby, and of Lessee's personal property used or located at the Airport and the Licensed Airport Property, and for any loss of rents, profits and income arising from or otherwise related to the conduct of Lessee's business and operations at or upon the Licensed Airport Property, and from any casualty whatsoever, whether or not insurable or insured against.

### **5.02. MAINTENANCE OF LICENSED AIRPORT PROPERTY:**

1. Lessee shall at all times, at Lessee's own expense, keep the Licensed Airport Property in a reasonably safe condition and operable manner within all applicable codes and standards, and Lessee shall promptly make all necessary and proper repairs to same resulting from any damage caused by Lessee or any customer, employee or other person or entity associated with Lessee.

2. Lessee shall not be permitted to make any alterations or other changes to the Licensed Airport Property whatsoever without first obtaining the prior written approval of the Authority, which approval may be withheld for any reason.

3. Lessee agrees the Authority shall exercise all final decisions, based upon reasonable judgment, regarding the extent of the maintenance required to be accomplished for the applicable period to preserve, repair, or otherwise maintain all of Lessee's equipment and facilities situated at or upon the Licensed Airport Property in a safe and satisfactory appearance and condition.

4. Lessee shall not be responsible for any gas, electric, water, or sewer charges applicable to the Licensed Airport Property.

### **5.03 INSTALLATION OF MACHINERY AND EQUIPMENT:**

1. Lessee may, at Lessee's sole expense and after having first obtained the prior written consent of the Authority, which consent may be withheld for any reason, install or affix to or upon the Licensed Airport Property certain machinery, equipment or personal property which will better facilitate Lessee's business or the operation, and Lessee shall conspicuously identify same.

2. Lessee shall not permit any mechanics' or other liens or judgments to be filed against or attached to any of the Airport or the Licensed Airport Property or any part thereof for any reason.

3. Lessee shall conspicuously identify any machinery, equipment or personal property and Lessee shall be allowed to remove same, provided such removal does not damage or adversely affect the utility of the Airport or the Licensed Airport Property or otherwise impede its use or substantially reduce its value or violate any applicable Governmental Requirement or other regulation.

4. Lessee shall be responsible for the cost of any damages incurred by the Authority, including reasonable attorneys fees, or occasioned to the Airport or the Licensed Airport Property resulting from or otherwise by any such location, installation, operation, use or removal.

## **ARTICLE SIX**

### **6.01. INSURANCE REQUIREMENTS:**

1. A condition precedent to Lessee's conduct and operation of any activities at or upon the Licensed Airport Property and the Airport shall be to first ascertain from the Authority all policies of insurance initially required by the Authority from time to time.

2. The Authority shall have the absolute right and authority, in the Authority's sole discretion, to require any and all such policies of insurance and in such amounts and with such limits as the Authority may, in its sole discretion, determine and require of Lessee from time to time.

3. All insurance coverage required by the Authority shall be maintained with insurance companies or agencies who are approved by the Authority and who are qualified under the laws of the State of Alabama to assume the respective risks undertaken.

4. Lessee shall immediately purchase and continuously maintain in effect all such policies and in such amounts and with such limits so initially required by the Authority and timely remit payment of all premiums due therefor, including, but not limited to, the following minimum insurance coverage, to-wit:

A. General liability insurance for damages to or loss of property and for bodily injury to or death of persons occurring on or about the Licensed Airport Property or in any way related to or connected with Lessee's use, non-use, condition, occupation or operation of the Licensed Airport Property and the Airport, or resulting from any incident on or about the Licensed Airport Property, or caused by or arising out of any act or failure to act of Lessee or its agents, employees or representatives on, at or about any part of the Airport or the Licensed Airport Property, in the initial minimum amounts of not less than \$1,000,000.00 combined single limit for death of or bodily injury to any one person, and \$1,000,000.00 for property damage, all on a per occurrence basis.

B. Any such other insurance for any matters covered under each indemnity by Lessee contained herein and in such amounts and with such limits consistent with Lessee's operation and business at and upon the Licensed Airport property and the Airport as the Authority may require from time to time and as may be recommended by the Authority's insurance agent or advisor.

5. Lessee shall furnish to the Authority a duplicate original of all insurance policies which are required to be purchased and maintained by the Lessee, and all such policies shall name the Authority as an additional named insured, as the Authority's respective interest may appear, and adequately provide the insurance contemplated to be provided thereby.

6. No policy of insurance required by the Authority to be provided by Lessee will be accepted or permitted by the Authority if such policy could possibly be invalidated in any way by any act or negligence of Lessee, or by the commencement of any proceedings by or against the Lessee in bankruptcy, insolvency, receivership, or any other proceeding for the relief of a debtor, or by any foreclosure, repossession or other proceeding relating to any of the property insured, or by any occupation or use of such property for any purpose more hazardous than permitted in the policy.

7. Lessee shall cause and require each insurer under all such policies to agree to give the Authority at least Ten (10) business days' prior written notice of any material change, amendment, or cancellation of such policies in whole or in part or the lapse of any coverage thereunder.

8. Notwithstanding anything contained herein to the contrary, all proceeds of insurance policies required by the Authority shall be first paid to the Authority to the extent of any amounts owed to the Authority thereunder, and any remainder thereof shall be paid to Lessee.

#### **6.02. DAMAGE TO LICENSED AIRPORT PROPERTY:**

1. Lessee shall give the Authority immediate notice of any damage to or destruction of any portion of the Licensed Airport Property, and, except as may be otherwise provided herein, Lessee shall, at Lessee's own expense, promptly repair, restore, or rebuild the Licensed Airport Property and take such additional and other steps as shall be necessary to preserve any undamaged portion of the Licensed Airport Property if such damage or destruction was the result of any negligence or other action or non-action by Lessee or Lessee's patrons, passengers, guests, invitees, or licensees.

2. In the event of damage to or destruction of any portion of any improvement comprising the Licensed Airport Property, and such improvement cannot be reasonably repaired, rebuilt or restored back to its original form, Lessee shall not be entitled to any abatement of any Rent due and owing hereunder during the period such damage or destruction is being repaired or restored.

3. Lessee shall first obtain the written consent of the Authority, which consent may not be unreasonably withheld, prior to the commencement of any repair of any such damage to the Licensed Airport Property.

### **6.03 CONDEMNATION OF LICENSED AIRPORT PROPERTY:**

1. Lessee shall have no rights or input of whatsoever in or to any proceedings for the condemnation of the Airport or the Licensed Airport Property or any part thereof or any monies received pursuant thereto or the exercise of any right of eminent domain with respect thereof.

2. Lessee's only remedy in the event of such condemnation or other taking shall be the right to terminate this Agreement as of the date upon which possession of the affected portion passes to such condemning authority, and Lessee shall thereafter have no further obligations hereunder, except for the covenants and provisions hereof which by their terms expressly survive such termination and shall remain in effect and fully enforceable against the Lessee.

## **ARTICLE 7**

### **7.01. RIGHTS AND COVENANTS APPLICABLE TO THE AUTHORITY:**

1. The Authority reserves the right, at its sole discretion, to grant to others certain rights, licenses, and privileges upon or with respect to the Licensed Airport Property and the Airport which are identical in part or in whole to those granted to Lessee.

2. The Authority covenants and agrees, (i) it will enforce all Minimum Standards and operating standards and requirements for any and all activities and endeavors conducted at or upon the Airport and require compliance with all Governing Restrictions; and (ii) it will not permit the conduct of any unapproved aeronautical endeavor or activity at the Airport.

3. The Authority shall ensure all public and common or joint use areas of the Licensed Airport Property are in good repair and shall make such repairs, replacements or additions thereto as, in its sole opinion, are required and necessary for the safe and efficient operation of the Airport.

4. The Authority will comply with all applicable state and federal laws regarding privacy and confidentiality of information, and will not unreasonably withhold any notices, consents, approvals or other responses hereunder and will properly notify Lessee as required herein.

5. The Authority shall have no liability to Lessee whatsoever regarding the installation, maintenance, or repair of any portion of the Airport used or occupied by Lessee in the conduct of Lessee's operation and business at or upon the Airport.

### **7.02. SPECIAL RIGHTS OF AUTHORITY:**

1. The Authority shall have all rights, powers and authority necessary to require or otherwise ensure that Lessee shall, at all times, perform and observe all provisions of the Minimum Standards and Governing Restrictions that are to be performed and observed by Lessee.

2. The Authority hereby specifically reserves and shall at all times have the right, privilege, and authority to make any improvement to the Licensed Airport Property and Airport, including improvement, development, or repair of any facility located at the Airport as the Authority, in its sole discretion, shall deem necessary or desirable or as may be required, and Lessee shall fully cooperate with the Authority in the exercise of such right.

3. The Authority shall be permitted, without limitation, such possession of the Airport as shall be necessary and convenient for the Authority to make or effectuate any repair or restoration necessary as the Authority may require from time to time pursuant to the provisions of this Agreement and any applicable Governing Restrictions or other regulation.

4. During the time of war or national emergency, the Authority shall have the right to lease all or any portion of the Licensed Airport property to the United States of America, the State of Alabama, or any branch or agency thereof for military or other governmental use, and, if such lease is duly executed, the provisions of this Agreement insofar as they are inconsistent with any provision hereof, shall be abated or suspended, provided the Authority shall have the right to collect any Rent, insurance, or other charges or payments due the Authority pursuant to the terms hereof.

5. If properly authorized by law, the Authority shall have the right to transfer, merge or consolidate the Airport with the City or any other public corporation whose property and income and interest payments are not subject to taxation and which has corporate authority to carry on the business of owning and leasing the Airport, and in the event of such transfer, upon any such merger, consolidation, or transfer, the due and punctual performance and observance of all agreements, covenants, conditions, and provisions of this Agreement to be kept and performed by the Authority shall be expressly assumed in writing by the City or such other transferee public corporation.

**7.03. NO WARRANTY BY THE AUTHORITY:**

1. Lessee acknowledges and agrees the Authority makes no warranty of any kind, character, or nature, either express or implied, nor offers any assurances in any way that the Airport or any Airport Property will be suitable for the Licensee's stated or intended purpose or needs.

2. Lessee shall have sole responsibility, at Lessee's expense, to inspect the Licensed Airport Property to determine whether it will be sufficient for Lessee's business operation.

**7.04. RIGHTS AND COVENANTS APPLICABLE TO LESSEE:**

1. Lessee shall peaceably and quietly have and enjoy the licenses and privileges granted to Lessee hereunder at and upon the Licensed Airport Property during the term of this Agreement, provided Lessee performs and observes all covenants, provisions and obligations contained herein.

2. Lessee shall not discriminate against any person or otherwise exclude any person, for any reason, from participation in, or deny such person the benefits of, or otherwise subject such person to any form of discrimination in or the use of the Licensed Airport Property and the Airport on the grounds of race, color, religion, sex, or national origin.

3. Lessee shall only use the Airport and the Licensed Airport Property in strict compliance with Lessee's License Agreement and all State and federal laws, statutes, and requirements, including, but not limited to, all Government Requirements, and all nondiscrimination statutes and provisions which may be imposed by Title 49, Code of Federal Regulations, as amended.

4. Lessee shall permit the Authority and its duly authorized agents, to enter upon, examine, inspect, repair, maintain, and improve the Licensed Airport Property and all other facilities and improvements located at, upon, about, or adjacent to the Airport and used by Lessee.

5. Lessee shall promptly acquire and maintain all requisite material certificates, licenses, authorizations, regulations, permits and other approvals necessary for the proper operation and conduct of Lessee's business at the Airport.

6. Lessee shall comply with all applicable Regulations and Governmental Requirements, and Lessee shall not commit, suffer, permit or allow any act to be done in, upon, or about the Licensed Airport Property or the Airport in violation of any applicable Governmental Requirements or other regulation that could possibly constitute a public or private nuisance.

7. Lessee shall promptly notify the Authority in writing of all defaults, litigation or any adverse condition, fact, circumstance or change which could have a material adverse effect on the ability of the Lessee or Lessee's entities to perform any of their obligations under this Agreement or on the operations of Lessee or Lessee's entities with respect to the Airport.

8. Lessee shall do or perform, or cause to be done or performed, any act, or shall refrain from doing any such act or taking any action, as the Authority, in the exercise of its sole discretion and good faith, shall at any time require of the Lessee as the Authority, in the Authority's sole discretion, deems necessary or desirable to promote the general public interest and welfare and the proper development and growth of general and commercial aviation at the Airport or otherwise furthering the public interest of the City and the surrounding community.

9. Lessee specifically acknowledges and agrees all indemnifications and expressed covenants contained in this Agreement shall specifically survive the termination, satisfaction, and release, in whole or in part, of this Agreement and shall remain in full force and effect against Lessee and Lessee's entities, and the Authority shall have all remedies available at law and equity with respect to any and all claims and losses asserted against or incurred by the Authority either before or after the commencement of any action or proceeding which relates in any way to any such expressed covenant, event, or occurrence.

#### **7.05. HAZARDOUS SUBSTANCES:**

1. Lessee shall be strictly responsible and liable to ensure and all portions of the Licensed Airport Property and other portions of the Airport occupied or used by Lessee and Lessee's related entities, are in strict compliance with all Environmental Laws.

2. Lessee shall not authorize or permit any person or entity to bring any Hazardous Substance, as defined herein, onto any part of the Licensed Airport property or the Airport without the prior written approval of the Authority.

3. Lessee shall immediately remove and properly dispose of any unapproved Hazardous Substances brought to or otherwise found upon the Licensed Airport Property and the Airport, and such removal shall be conducted in strict compliance with all applicable Environmental Laws.

4. Lessee acknowledges and agrees the Authority shall have no liability whatsoever for any clean-up or other expense in connection with any Hazardous Substance contamination, and Lessee shall indemnify the Authority from any loss of any kind or nature whatsoever, including a reasonable attorney's fee, resulting from the presence of any contamination.

### **ARTICLE 8**

#### **8.01. DEFAULT:**

Default under this Agreement and the term "Event of Default" shall mean, whenever used in this Agreement, any one or more of the following events, to-wit:

1. Failure by the Lessee to pay any amount or installment of Rent due and payable hereunder by the terms hereof, and such failure to pay continues for a period of more than Five (5) days after written notice of such failure has been given by the Authority to the Lessee, and Lessee does hereby expressly acknowledge and agree the Authority shall have no obligation whatsoever to grant any forbearance to Lessee.

2. Failure by the Lessee to observe and perform any terms, condition, covenant, or provision contained or expressed in this Agreement or in Lessee's License Agreement or cure any default of same after written notice has been given by the Authority or its agent to the Lessee specifying the nature of such failure or other default and the time which Lessee shall have to correct same.

3. The failure of the Lessee to purchase and maintain such insurance as the Authority shall so require with insurance companies satisfactory to the Authority, or the failure of Lessee to properly list the Authority as a named insured, or the failure to promptly deliver said policies, or any renewal thereof or any change thereto to the Authority.

4. Any representation or warranty made or furnished by the Lessee related in any way to the approval of this Agreement or otherwise related in any way to any provision contained herein which proves to be false or misleading or otherwise not accurate in any material respect.

5. The filing of a petition in bankruptcy or other commencement of a similar insolvency proceeding by or against the Lessee under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect, whether voluntary or involuntary.

6. Lessee voluntarily or involuntarily abandons the Licensed Airport Property, or defaults under, or is in violation of, or forfeits, any agreement, license, permit, approval or other right that is material to the operation of the Airport or the conduct of the Lessee's business at the Airport.

7. The creation, filing or suffering to exist by the Lessee or any person or entity related in any way to the Lessee, of any mechanic, material, mortgage, or other lien, judgment, or other encumbrance on the Licensed Airport Property, other than the lien for appropriate ad valorem taxes and other assessments not delinquent, without the prior written consent of the Authority, which consent may be granted or refused by the Authority in its sole discretion for any reason.

8. The interest of the Authority or the City in the Licensed Airport Property or any other portion of the Airport becomes endangered by reason of the enforcement of any lien or encumbrance thereon or for any other reason so as to endanger the Licensed Airport Property or the Airport or any Rent or other sums due and owing pursuant thereto.

9. The failure to promptly pay when due all taxes, assessments, dues, charges, fines, liens, and other impositions of every kind or nature whenever imposed, levied, assessed upon or against Lessee related to Lessee's operations and use of the Licensed Airport Property and the Airport.

10. The failure to promptly pay when due any and all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America, State of Alabama, the City of Gulf Shores, or any other federal, state, county, municipal, or other agency or authority having jurisdiction over the Lessee or Lessee's operations at the Airport, which, if unpaid, would become a lien or charge upon the Lessee or Lessee's operation.

11. The entry by a court of competent jurisdiction, with or without the consent of Lessee, of any judgment, decree or other order approving or otherwise authorizing a petition filed against Lessee for any reorganization, arrangement, composition, readjustment, liquidation, or dissolution of Lessee, or any other similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment or naming of any trustee, receiver or liquidator of Lessee or of any portion of Lessee's operation at the Airport or any revenues, earnings, profits or income received therefrom.

## **8.02. DEFAULT REMEDIES OF THE AUTHORITY:**

1. In any event of default by Lessee in the performance of any term, condition, covenant, payment or agreement contained herein or in the License Agreement or in any other or supplemental agreement or document executed in connection herewith, whether set forth herein or otherwise, then the remaining balance of all Rent and any other lawful charges added thereto, shall, at the sole option of the Authority, be accelerated and shall at once become due and payable in full without notice or demand, time being of the essence, and any omission on part of the Authority to exercise such option when so entitled shall in no way be considered a waiver of such option or any other right the Authority may have hereunder against Lessee.

2. In addition to any other right of remedy the Authority may have hereunder or at law or in equity or otherwise, the Authority shall also have the absolute right, in the Authority's sole discretion, to take whatever actions necessary or desirable to enforce any term, obligation, covenant, or agreement of Lessee hereunder or otherwise protect the Licensed Airport Property or the Airport or the Authority or the City, including, but not limited to, the right to terminate this Agreement and take immediate possession of any or all of the Licensed Airport Property used or occupied by Lessee and exclude Lessee from further possession thereof.

3. In the event the Authority elects to take possession of all or any portion of the Licensed Airport Authority as provided herein, notwithstanding whether such possession was taken by the Authority because of the default of the Lessee or otherwise, the Authority shall have the absolute right and authority to hold, store, use, operate, manage, and control the Licensed Airport Property, and if applicable, conduct the business thereof, and construct or complete the construction of any improvements thereon, and make any and all necessary and proper maintenance, repairs, renewals, replacements, additions, and improvements thereto, and to keep said Licensed Airport Property properly and adequately insured, and exercise any and all rights and powers of the Lessee in the Lessee's name, place and stead, including but not limited to, entering into any agreements regarding the Licensed Airport Property and the rights and powers of the Lessee therein, and collect and receive all Rent, issues, revenues, earnings, profits or income derived therefrom, including those past due and those accruing thereafter.

4. Lessee shall be responsible to the Authority for the full payment of any amounts expended or incurred by the Authority, including but not limited to reasonable attorney's fees, whether before or after an occurrence of default, to advise or provide other representation to the Authority with respect to this Agreement, or the Licensed Airport Property, or to collect any Rent or other sums due hereunder, or to take any action to protect the Licensed Airport Property or any buildings or other improvements or equipment situated thereon, or to enforce any term, condition, covenant, or agreement contained in this Agreement.

5. Lessee acknowledges the Authority shall have all remedies available at law and equity with respect to any and all claims and losses asserted against or incurred by the Authority either before or after the commencement of any action or proceeding which relates in any way to any covenant expressed or contained herein, or any other event or occurrence.

6. All rights and remedies available to the Authority shall be cumulative, and the Authority shall have the absolute right to exercise or not exercise any and all such rights, remedies, or powers from time to time and as often as the Authority may deem expedient.

7. Any forbearance, delay, omission, or failure by the Authority to exercise any applicable right or remedy upon default by the Lessee shall in no way impair or preclude or constitute or be considered as a waiver of such right or remedy or any other right or remedy the Authority may have hereunder or under any other law or statute, or in equity.

### **8.03. DEFAULT REMEDIES OF LESSEE:**

1. In the event of default by the Authority, and provided Lessee is not in default of any term or condition contained herein, the Lessee shall have the option to cancel or terminate this Agreement if the Authority fails to cure same within Thirty (30) days of receipt of written notice of such default specifying the nature of same and requesting such default be remedied.

2. PROVISIO: In the event corrective action is instituted by the Authority promptly upon receipt of the written notice and such corrective action is diligently pursued until the default is remedied, the Lessee shall not have the option to terminate this Agreement.

## **ARTICLE 9**

### **9.01. TERMINATION BY UNITED STATES OF AMERICA:**

1. This Agreement shall automatically terminate upon the effective date of the reversion to the United States of America, or any branch or agency thereof, of the title, right of possession and other rights originally transferred under and pursuant to the terms of the Quitclaim Deed.

2. The Authority shall not be liable to the Lessee for the loss of any license or privilege created hereby or for any other loss of any kind or nature suffered by the Lessee as a result of the termination of this Agreement pursuant to the provisions of this Article.

3. Lessee acknowledges and agrees any liability of the Authority for such termination is hereby specifically released and discharged by Lessee as a condition of and in consideration for the execution and delivery of this Agreement to Lessee by the Authority.

**9.02. RIGHTS OF LESSEE UPON TERMINATION:**

1. Lessee shall have the right and option to terminate this Agreement if the United States of America or any branch or agency thereof elects to exercise its jurisdiction and control of the Airport or the Licensed Airport Property and Lessee is thereby prevented for a period of Thirty (30) consecutive days from carrying on its normal operations at the Airport in the manner in which such operations were conducted immediately prior to such exercise.

2. In the event Lessee fails to exercise, or notifies the Authority that it will not exercise, the option to terminate this Agreement as provided herein above, then Lessee shall continue to pay Rent and all other revenues as provided herein, and this Agreement shall continue in full force and effect under all terms and conditions herein contained.

**ARTICLE 10**

**10.01. SPECIFIC PROVISIONS REGARDING CITY OF GULF SHORES:**

1. Lessee acknowledges this Agreement is and shall be subject to the terms and conditions of the Master Lease, and Lessee covenants and agrees to comply with all such terms and conditions of same applicable to Lessee and Lessee's use of the Licensed Airport Property thereunder.

2. Lessee shall indemnify, save, and hold City harmless and undertake the defense of City, at Lessee's expense, from and against any and all claims, liabilities, damages, losses, demands, suits, judgments, attorneys' fees, and other costs and expenses related to any damage to the Airport, the Licensed Airport Property, or any other property of the City, or the property of any third party, or the death of or personal injury to any person, arising out of or in any way connected to or with any rights, privileges, or licenses granted to Lessee under this Agreement and said Master Lease.

3. The City may, upon the surrender of possession of the Licensed Airport Premises by Lessee or the termination or expiration hereof, require Lessee to remove any and all non-permanent alterations, additions, and improvements installed or caused to be installed by Lessee and any other property Lessee placed or caused to be placed on, upon, or about the Licensed Airport Property, excepting only those specific alterations, additions, and improvements specifically approved by the Authority to remain.

4. Lessee expressly agrees all alterations, additions, and improvements made by the Lessee which are permanently affixed to the Licensed Airport Property and which are not required to be removed by the Authority shall revert to the fee simple ownership by the City and will become the exclusive property of the City upon surrender of possession of the Licensed Airport property by the Lessee or upon the termination or expiration of this Agreement, all without any payment or other compensation or consideration to Lessee, and as such, Lessee agrees all improvements of any kind, character and nature constructed, placed, or otherwise located in, on, upon or about the Licensed Airport Property shall conform in all ways to all applicable zoning and building codes of the City.

**10.02. LEGAL JURISDICTION AND WAIVER OF TRIAL BY JURY:**

1. This Agreement shall be governed exclusively by the applicable laws of the State of Alabama, and any dispute or proceeding regarding any term, condition, covenant, or provision contained herein or other matter related in any way hereto shall be held in Baldwin County.

**2. LESSEE SPECIFICALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AGREEMENT OR ANY OTHER INSTRUMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OR TRANSACTIONS OF THE PARTIES RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SAME SHALL BE IN CONTRACT, TORT OR OTHERWISE.**

**ARTICLE 11**

**11.01. NOTICES:**

1. All notices, demands, consents, certificates or other communications hereunder shall be in writing and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier to the following address or such other address as hereafter properly established by the changing party, to-wit:

- (1) **THE AIRPORT AUTHORITY OF THE CITY GULF SHORES**  
Post Office Box 919  
Gulf Shores, Alabama 36547-0919
- (2) **THE CITY OF GULF SHORES**  
Post Office Box 922  
Gulf Shores, Alabama 36547-0922
- (3) **CORPORATE AIRCRAFT SOLUTIONS, LLC,**  
A Georgia Limited Liability Company,  
**DBA OASIS SERVICES**  
68 Dale Pepper Drive  
Newnan, Georgia 30263

2. Any notice or other document required hereunder shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

**11.02. MISCELLANEOUS:**

1. Time is of the essence regarding the complete and prompt compliance with all terms and conditions set forth herein, including, but not limited to, the timely payment of Rent, assessments, expenses, and all other sums due under this Agreement or related hereto, and the performance of all terms, conditions, obligations and indemnifications by Lessee hereunder.

2. This Agreement shall insure to the benefit of, and shall be binding upon, the Authority, the Lessee and their respective successors and assigns.

3. Lessee acknowledges this Agreement is subject and subordinate in all respects to the ordinances, rules, laws, and statutes of the City of Gulf Shores, Federal Aviation Administration, and all Governmental Requirements and other regulations, and Lessee covenants and agrees to do any and all things necessary to promptly and fully effectuate, comply, observe, and perform all provisions of same and with all other terms and conditions applicable to Lessee's use of the Licensed Airport Property and the Airport.

4. After the proper execution and delivery of this Agreement by the Authority, the Lessee and Authority shall look solely to this Agreement for definition and determination of their respective rights, liabilities and responsibilities relating to the Airport and the neither party shall have any other rights whatsoever except as provided herein.

5. The Authority reserves and shall have, at all times, all rights, privileges and authority to take or cause to be taken all such action as the Authority shall consider reasonably necessary or desirable to effect and ensure the full and complete performance and observance of, and compliance with, all provisions of any applicable Governing Restrictions or other regulation.

6. No amendment of this Agreement shall be valid or enforceable unless in writing and signed by Licensee and the Authority.

7. All Section headings and captions contained herein are included for convenience only, and shall not be considered a part or affect in any manner the construction or interpretation hereof.

8. Each party hereto certifies it has received a fully executed copy of this Agreement, and each has the right to obtain independent advice and counsel regarding any term, condition, covenant or other matter enumerated herein which is of concern to them.

9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. In the event a particular clause, term, covenant or provision of this Agreement or any other related document is adjudged to be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, conditions, terms and provisions contained herein or in said other documents shall not be affected, prejudiced, impaired, or otherwise limited in any way and the remainder of this Agreement shall remain binding and enforceable upon all parties to it.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed under seal on the day and date first above written.

**ATTESTED BY:**

**THE AIRPORT AUTHORITY OF  
THE CITY OF GULF SHORES,  
A Public Corporation**

\_\_\_\_\_  
**BY**  
As Its Secretary

\_\_\_\_\_(SEAL)  
**BY**  
As Its Chairman

**LESSEE:**

**CORPORATE AIRCRAFT SOLUTIONS, LLC,  
A Georgia Limited Liability Company,  
DBA OASIS SERVICES**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_(SEAL)  
**BY**  
As Its

## NOTARY ACKNOWLEDGMENTS

STATE OF ALABAMA }  
COUNTY OF BALDWIN }

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, whose name(s) as CHAIRMAN of **THE AIRPORT AUTHORITY OF THE CITY OF GULF SHORES**, a public corporation, is signed to the foregoing Agreement and who is known to me or otherwise produced valid identification, acknowledged before me on this day, that, after being informed of the contents of said instrument, he/she/they, as such official(s) and with full authority, executed the same voluntarily for and as the act of said corporate authority on the day the same bears date.

Given under my hand and official seal on \_\_\_\_\_, 20\_\_\_\_\_.

**MY COMMISSION EXPIRES:**

**(NOTARY SEAL)**

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, whose name(s) as \_\_\_\_\_ of **CORPORATE AIRCRAFT SOLUTIONS, LLC**, a Georgia limited liability company, **DBA OASIS SERVICES**, is signed as Lessee to the foregoing Agreement and who is known to me or otherwise produced valid identification, acknowledged before me on this day, that, after being informed of the contents of said instrument, he/she/they, individually and as such official(s) and with full authority, executed the same voluntarily for and as his/her individual act and as the act of said company on the day the same bears date.

Given under my hand and official seal on \_\_\_\_\_, 20\_\_\_\_\_.

**MY COMMISSION EXPIRES:**

**(NOTARY SEAL)**

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

**DATE:** June 5, 2017

**ISSUE:** NFWF Gulf Environmental Benefit Fund – Bon Secour/Oyster Bay property acquisition.

**RECOMMENDATIONS:** Authorize Mayor to execute funding agreement between the National Fish and Wildlife Foundation (NFWF) and the City of Gulf Shores in the amount of \$8,301,771.77 for the Bon Secour/Oyster Bay Acquisition Project, and to authorize and direct the Mayor to negotiate and accept a contract purchase agreement between the City and the owners of the properties as specified in Exhibit A of the NFWF funding agreement.

**BACKGROUND:** In early 2013, a U.S. District Court approved two plea agreements resolving certain criminal cases against BP and Transocean which arose from the 2010 Deepwater Horizon explosion and oil spill. The agreements direct a total of \$2.544 billion to the National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF) to fund projects benefiting the natural resources of the Gulf Coast that were impacted by the spill.

The City of Gulf Shores has been selected by NFWF for funding to acquire and conserve 836 acres of natural habitat located within the city limits near the confluence of Oyster Bay and the Bon Secour River. The project includes \$7,637,925.50 in acquisition funds and \$663,846.27 for due diligence and conservation plan development activities. The project will protect, restore, and preserve a large area of critical natural habitat, and provide for passive recreation and education opportunities such as nature trails, kayak launches, and wetland boardwalks. This conservation effort will also improve water quality in the Bon Secour and Mobile Bay watersheds. Additional funding (\$665,275.00) has been set aside by NFWF for restoration activities to be part of a future funding agreement based on the final Management Plan.

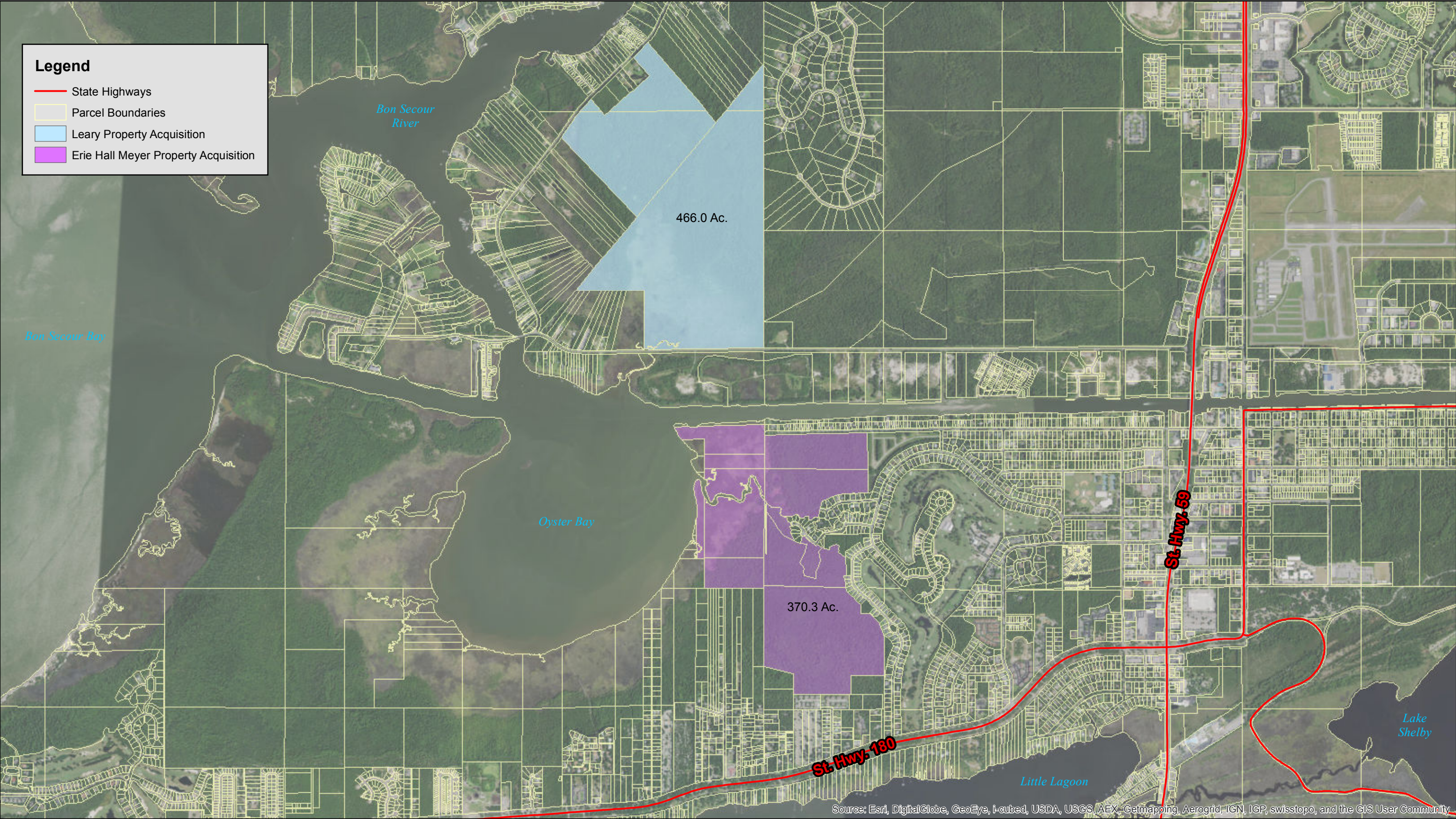
**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** Acquisition funds (\$7,637,925.50) will be dispersed into an escrow account prior to closing. Costs for pre-closing documentation (\$232,596.27 - Boundary Surveys, Maps/Legal Descriptions, title report/insurance, Environmental Site Assessment) will be reimbursable and booked as a receivable from NFWF per auditor's recommendation. Management plan development activities (\$431,250) will be reimbursable costs booked as a receivable from NFWF in FY 2018. Reimbursement requests will be paid within 30 days of receipt by NFWF.

**ATTACHMENTS:** NFWF Funding Agreement, Project Map



SMALL TOWN, BIG BEACH™



Bon Secour / Oyster Bay  
Wetland Acquisition Project  
January 25, 2017



**NATIONAL FISH AND WILDLIFE FOUNDATION  
CITY OF GULF SHORES, ALABAMA  
PROJECT FUNDING AGREEMENT**

**NFWF Gulf Environmental Benefit Fund  
Bon Secour - Oyster Bay Wetland Acquisition Project (AL)  
NFWF Project ID #54238**

This Project Funding Agreement (“Agreement”) is made between The City of Gulf Shores, Alabama (“Recipient”), with an address of 1905 W. 1st Street, Gulf Shores, AL 36547, and the National Fish and Wildlife Foundation (“NFWF”), with an address of 1133 15<sup>th</sup> Street, N.W., Suite 1000, Washington D.C. 20005. (Recipient and NFWF each, a “Party,” and together, the “Parties.”)

1. **Source of Funds.** The funds to be disbursed by NFWF to Recipient under this Agreement (the “Funds”) represent a portion of the payments received by NFWF pursuant to plea agreements entered as judgment in the cases captioned as United States v. BP Exploration and Production, Inc., Case No. 2:12-cr-00292-SSV (E.D. La.), and United States v. Transocean Deepwater Inc., Case No. 2:13-cr-00001-JTM (E.D. La.) (together, the “Plea Agreements”).

2. **Purpose of Funds.** With respect to projects to be funded in the State of Alabama, the Plea Agreements require NFWF to administer and disburse the Funds as follows:

To remedy harm and eliminate or reduce the risk of future harm to Gulf Coast natural resources, NFWF shall use [the Funds] to conduct or fund projects to remedy harm to resources where there has been injury to, or destruction of, loss of, or loss of use of those resources resulting from the Macondo oil spill. NFWF shall consult with appropriate state resource managers, as well as federal resource managers that have the statutory authority for coordination or cooperation with private entities, to identify projects and to maximize the environmental benefits of such projects.

3. **Project to be Funded.** Under this Agreement, NFWF agrees to disburse Funds to Recipient in accordance with the terms hereof to pay the costs associated with Recipient’s implementation of the project entitled “Bon Secour - Oyster Bay Wetland Acquisition Project (AL)” (the “Project”). A detailed description of the Project, including but not limited to a Project summary, expected timeline and schedule, purpose, products, outcomes, and deliverables (collectively the “Project Description”), is included as Exhibit A hereto. Recipient hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the “Work”) comprising the Project, all in accordance with the Project Description.

4. **Maximum Amount of Funding.** Unless agreed otherwise in writing by NFWF (acting in its sole discretion), the amount of Funds to be made available by NFWF to Recipient under this Agreement for purposes of paying the costs of the Work shall not exceed a maximum of Eight Million Three Hundred One Thousand Seven Hundred Seventy One Dollars and Seventy Seven Cents (\$8,301,771.77) (the “Maximum Amount”).

5. **Project Budget.** The estimated budget for the entire Project from commencement through completion (the “Total Budget”) is attached hereto as Exhibit B. The Budget further identifies the individual tasks (“Tasks”) comprising the Work, and sets forth a sub-budget for each such Task (“Task Budget”). Task Budgets are further itemized into cost categories (“Cost Categories”) reflecting the types of costs included in each Task Budget.

The Parties expect that the Recipient will conduct all the Work and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount. If at any time during the term of this Agreement Recipient believes, based on the Work performed to date, that a material reallocation of costs within the Total Budget is necessary or that the aggregate costs to complete the Project are likely to exceed the Total Budget, Recipient shall so notify NFWF immediately in writing.

6. **Payment for Project Costs.** Recipient may request payment of Funds hereunder either for the costs of “Property Acquisition” Work, as hereinafter defined (such requests, “Acquisition Funds Requests”); for non-Property Acquisition Work costs already paid or incurred by Recipient (such requests, “Reimbursement Requests”); or, upon a demonstration of actual and immitigable need, for non-Property Acquisition Work costs to be paid or incurred by Recipient imminently (such requests, “Advance Requests”). Recipient shall make Acquisition Funds Requests, Reimbursement Requests, and Advance Requests in accordance with the following procedures and subject to the following terms and conditions.

a. **Reimbursement Requests.** Recipient may make Reimbursement Requests no more frequently than once monthly during the term of this Agreement. To receive payment for a Reimbursement Request, Recipient must submit to NFWF a written request, in the form attached hereto as Exhibit C.

In the event Recipient is unable to make a certification specified in the Reimbursement Request form at the time Recipient desires to submit a Reimbursement Request, Recipient shall, at such time, submit to NFWF a written explanation of the basis for Recipient’s inability to make such certification. After receipt and review of such written explanation, NFWF will determine in its sole discretion whether to disburse the requested Funds and whether additional conditions to disbursement are required be satisfied by Recipient. Such conditions may include, but are not necessarily limited to, Recipient’s submission for NFWF approval of a request to amend the Project Description, the Total Budget or any Task Budget.

NFWF will pay to Recipient the amount of Funds properly requested and substantiated in a Reimbursement Request within thirty (30) days of NFWF’s receipt of such Reimbursement Request and all necessary supporting documentation.

b. **Acquisition Funds Requests.** The Total Budget includes an amount not to exceed Seven Million Six Hundred Thirty Seven Thousand Nine Hundred Twenty Five Dollars and Fifty Cents (\$7,637,925.50) (hereinafter, the “Acquisition Funds”) available to pay the costs associated with Recipient’s acquisition (each, a “Property Acquisition”) of certain interests in one or more parcels of real property (each, a “Property Interest”) as defined more fully in the Project Description. The specific budget for each individual Property Acquisition is referred to hereinafter as an “Acquisition Budget. For the avoidance of doubt, the term “Property

Acquisition” shall include both acquisitions of real property in fee simple and acquisitions of conservation easements on real property, as applicable. Recipient may make Acquisition Funds Requests no more frequently than once monthly during the term of this Agreement.

NFWF and Recipient agree and acknowledge that, if and to the extent an Acquisition Budget comprises only a portion of the total funding necessary to be secured by Recipient to complete the corresponding Property Acquisition, Recipient’s receipt and possession of the other funds necessary for such Property Acquisition (such funds, “Other Funds”) are express conditions precedent to the obligation of NFWF to disburse Acquisition Funds under this Agreement.

To receive payment for an Acquisition Funds Request for an approved Property Acquisition, Recipient must submit to NFWF a written request, substantially in the form attached hereto as Exhibit D, containing at a minimum the following information:

- (i) the total dollar amount of Acquisition Funds being requested;
- (ii) if applicable, a written demonstration (to NFWF’s reasonable satisfaction) that Recipient has secured all Other Funds necessary for the pertinent Property Acquisition;
- (iii) the purchase and sale agreement (and/or other conveyance document(s)) conveying the applicable Property Interest which, if not executed, shall be contingent only upon funding of the pertinent Property Acquisition;
- (iv) a recent appraisal from a licensed appraiser showing the fair market value of the Property Interest;
- (v) a legal description and, as applicable, map of the pertinent Property Interest;
- (vi) a recent survey of the Property Interest prepared by a licensed surveyor;
- (vii) a recent title search report and title insurance commitment;
- (viii) a recent Level One Environmental Assessment Report covering the Property Interest;
- (ix) the deed for the pertinent Property Interest, which if not executed/recorded, shall be the final draft for closing;
- (x) escrow instructions for the title/settlement company and settlement statement;
- (xi) a copy of the conservation management plan for the Property Interest; and,
- (xii) for easement Property Acquisitions, the conservation easement for the Property Interest, which if not executed/recorded, shall be the final draft to be recorded.

For fee title Property Acquisitions, Recipient hereby agrees that if the applicable Property Interest acquired with Funds is subsequently sold, conveyed in a manner that allows the Property Interest to be used for purposes other than natural resource protection or conservation, or condemned in whole or in part, Recipient shall use the proceeds of any such sale, conveyance, or condemnation to pay for property acquisition or other environmental benefit projects designed to remedy harm or eliminate or reduce the risk of future harm to coastal natural resources in the State of Alabama. Recipient shall also ensure that the recorded deed applicable to the pertinent

Property Interest includes a provision requiring (1) notification to NFWF in the event of any sale, conveyance, or condemnation of the Property Interest and (2) that any owner of the Property Interest use the proceeds of any sale, conveyance, or condemnation in the manner described in the immediately preceding sentence.

For easement Property Acquisitions, Recipient hereby agrees that if the applicable Property Interest acquired with Funds is subsequently terminated, extinguished, or modified, Recipient shall use any proceeds of such termination, extinguishment, or modification to pay for property acquisition or other environmental benefit projects designed to remedy harm or eliminate or reduce the risk of future harm to coastal natural resources in the State of Alabama. Recipient shall also ensure that the applicable recorded easement includes a provision requiring (1) notification to NFWF in the event of any termination, extinguishment, or modification of the Property Interest and (2) that any owner of the Property Interest use the proceeds of any termination, extinguishment, or modification in the manner described in the immediately preceding sentence.

NFWF will pay to Recipient the amount of Acquisition Funds properly requested and substantiated in an Acquisition Funds Request within sixty (60) days of NFWF's receipt of such Acquisition Funds Request and all necessary supporting documentation. Acquisition Funds will be disbursed by NFWF to the Recipient or into a designated escrow account for the applicable Property Acquisition, as the case may be. If and to the extent any Acquisition Funds are not expended by Recipient or disbursed from escrow, as the case may be, for purposes of closing the applicable Property Acquisition within ninety (90) days of NFWF's disbursement of such Acquisition Funds, then Recipient shall promptly return, or cause to be returned, such Acquisition Funds to NFWF.

If not already provided, within ninety (90) days after the date of closing of a Property Acquisition funded in whole or in part with Acquisition Funds, the Recipient shall provide NFWF with copies of the following documents: (i) a final executed closing and settlement statement; (ii) a copy of the final, executed purchase and sale agreement (and/or other conveyance document(s)) conveying the applicable Property Interest; (iii) the conservation management plan for the applicable Property Interest; and (iv) the final recorded deed and/or easement, as applicable.

c. Advance Payment Requests. In exceptional circumstances and based upon demonstration of actual need by Recipient, which need cannot be satisfied by Recipient through other means, NFWF (acting in its sole discretion) may disburse Funds to Recipient to pay for the costs of Work in advance of Recipient's payment or incurring of such costs. In the event Recipient desires to make an Advance Request, Recipient must submit to NFWF a detailed written explanation of the justification for the Advance Request. After review and consideration of any such written explanation, NFWF will notify Recipient in writing of its determination whether a disbursement of Funds will be made for such Advance Request and, if so, the terms and conditions that will apply to such disbursement. In all cases of advance disbursement of Funds, and without limitation of other terms and conditions that NFWF may impose, Recipient will be required to submit to NFWF on a periodic basis (as specified by NFWF) a written reconciliation of Funds received, Work expenses incurred, Funds disbursed to sub-recipients, and any Funds remaining "on hand" with Recipient as of the date of reconciliation.

d. Duplicative Funding. If at any time Recipient receives payment or reimbursement from any other source for any Project Work expense for which NFWF has already provided payment or reimbursement hereunder, the Recipient shall so notify NFWF immediately in writing and shall cooperate with NFWF in remedying the duplicative funding, which may include returning to NFWF the amount of funds received by Recipient as a result of such duplicate payment or reimbursement.

e. Ongoing Compliance. NFWF reserves the right to refuse to pay all or any part of the Funds requested in a Reimbursement Request or Advance Request if at the time the request is submitted Recipient has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description, Total Budget, and Task Budget(s).

f. Final Disbursement after Completion of all Work. Notwithstanding any other provision of this Agreement, NFWF shall withhold payment of the final Reimbursement Request submitted by Recipient until such time as Recipient has completed the Work and submitted to NFWF all deliverables associated with the Work and this Agreement (including but not limited to the Final Reports required pursuant to Section 8 below). Within thirty (30) days after NFWF's receipt and acceptance of all such deliverables, NFWF shall disburse to Recipient the amount of Funds properly requested and duly payable under such final Reimbursement Request.

## 7. Progress Reporting.

a. Monthly Progress Consultations. If requested by NFWF, Recipient shall provide NFWF the opportunity to participate in consultations on a monthly basis during the term of this Agreement to provide NFWF with updates on the progress of the Work and Project. Such consultations (which may be in-person, telephonic, or otherwise) shall be scheduled at mutually acceptable dates and times by Recipient in coordination with NFWF.

b. Quarterly Progress Reports. By January 31, April 30, July 31, and October 31 of each calendar year during the term of this Agreement, Recipient shall prepare and upload to NFWF's electronic grants management system a quarterly progress report containing at least the information set forth in this paragraph (b). Each quarterly progress report is required to provide such information for the period comprised of the immediately preceding three months. Each quarterly progress report is required to contain, at a minimum:

- i. An update on the status of the Project's implementation and Work performed during the applicable reporting period, including a general description of implementation progress to date and a statement as to whether the Project is proceeding in accordance with the Project Description (including whether the Project is on-Budget and on-schedule);
- ii. An update on the individual Tasks comprising the Project, including for each Task a summary of (A) the Work performed on such Task during the reporting period; (B) progress made toward Task milestone(s) and/or deliverable(s) as measured against the Task schedule; (C) performance of the Task as against the applicable Task Budget; (D) any existing or

- anticipated problems with implementation of the Task; any defects, deficiencies, or delays in the Task Work (including but not limited to the disclosure of any factors that are likely to impact the Project schedule or any Task schedule); and any remedial action(s) planned or already taken with respect to any defects, deficiencies, or delays affecting the Task;
- iii. Copies of all Project products and deliverables produced during the applicable reporting period, including but not necessarily limited to any reports, publications, maps, brochures, photos, videos, outreach tools, or press releases;
  - iv. Any other information reasonably necessary for NFWF's evaluation of the Project's progress as measured against the Project Description, Budget, and Project schedule.

8. **Final Reports.**

When Recipient believes that it has fully and completely performed all the Work, Recipient shall prepare and upload to NFWF's electronic grants management system a comprehensive report on the Work and the corresponding results (the "Final Programmatic Report") and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report"). (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports.") As appropriate, the Final Programmatic Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by Recipient to NFWF as soon as practicable after Recipient reaches a determination that it has fully and completely performed all the Work, and in any event no later than thirty (30) days following the end date of the Project schedule set forth in the Project Description.

9. **Contact Information.**

NFWF Primary: Mark Melino  
National Fish and Wildlife Foundation  
Manager, Impact-Directed Environmental Accounts (IDEA)  
1133 15<sup>th</sup> Street NW, Suite 1000  
Washington, DC 20005  
Telephone: 202-595-2658  
Fax: 202-857-0162  
E-mail: Mark.Melino@nfwf.org

NFWF Alternate: Jay Wright  
National Fish and Wildlife Foundation  
Assistant Director, Impact-Directed Environmental Accounts  
(IDEA)  
1133 15<sup>th</sup> Street NW, Suite 1000  
Washington, DC 20005  
Telephone: 202-595-2468  
Fax: 202-857-0162  
E-mail: Jay.Wright@nfwf.org

Recipient: Dan Bond  
City of Gulf Shores, Alabama  
Environmental Grants Coordinator  
1905 W. 1st Street  
Gulf Shores, AL 36547  
Telephone: 251-968-9825  
Email: dbond@gulfshoresal.gov

Recipient Alternate: \_\_\_\_\_  
Organization  
Title  
Primary Address  
Primary Address  
City, State, Zip  
Telephone:  
Fax:  
Email:

Each Party agrees to notify the other Party promptly in writing of any change in named representative, address, telephone, or other contact information.

10. **Incorporation of the Project Description and Total Budget.** The Project Description and Total Budget are hereby expressly incorporated into this Agreement by this reference.

11. **Assignment.** Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written consent of NFWF.

12. **Independent Contractor; Subaward of Funds by Recipient.** Recipient shall be an independent contractor with respect to the Project, each part thereof, and the Work, and no contractor, subcontractor, or other recipient of Funds from Recipient (each, a "Sub-recipient"), nor any employee of a Sub-recipient, shall be deemed to be an agent, representative, employee, or servant of NFWF in connection with this Agreement. NFWF shall not have the right to control, nor any actual, potential or other control over, the methods and means by which Recipient or any of its agents, representatives, employees, or Sub-recipients conducts its business operations. Recipient shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that Recipient or any of its agents, representatives, employees, or Sub-recipients is the agent, representative, employee, or servant of NFWF.

If Recipient makes or issues any award or subaward of Funds to any Sub-recipient for purposes of performing the Work, then Recipient will be deemed to have represented and warranted to NFWF at each such time, in connection with each such award or subaward, as follows:

- a. in making such award or subaward of Funds, Recipient has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by Recipient;

- b. in making such award or subaward of Funds, Recipient has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c. each Sub-recipient is qualified to perform the applicable Work and is authorized to do business in the State of Alabama;
- d. each Sub-recipient is required under its agreement with Recipient to perform the applicable Work within budgeted costs identified for such Work as provided in the Project Budget;
- e. each Sub-recipient has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f. each Sub-recipient has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such Sub-recipient related to the Work; and
- g. no Sub-recipient has any conflict of interest with respect to NFWF, Recipient, or the Project.

Recipient shall be responsible for supervising and directing the Work performed by all Sub-recipients and shall be responsible for all Sub-recipient engineering, procurement, construction means, methods, techniques, sequences and procedures, as well as for coordinating all Sub-recipients' Work. As between Recipient and NFWF, Recipient shall bear sole responsibility for any and all liability caused or incurred by any Sub-recipient in performing Work. NFWF shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any Sub-recipient, and the Parties agree and acknowledge that as between NFWF and Recipient all Work shall be deemed to be the responsibility of, and performed by, Recipient.

13. **NFWF Right to Inspect Work; Access.** NFWF and its representatives and consultants shall, upon reasonable prior notice to Recipient, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by NFWF, Recipient shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of NFWF's inspection or review of the Work. Recipient shall provide NFWF and its representatives and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Recipient's performance of the Work and completion of the Project.

14. **Conflict of Interest.** During the term of this Agreement, Recipient will maintain in effect policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies.

15. **Unexpended Funds.** Any Funds provided by NFWF and held by Recipient and not expended or obligated for Work on or before the Agreement's termination date will be returned

by Recipient to NFWF within thirty (30) days after such termination date.

16. **Amendments.** Any amendment to this Agreement must be in writing and must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend the Project schedule set forth in the Project Description, and thus the term of this Agreement (as defined in Section 17 below), shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Section 7 and 8 hereof such that the dates are commensurate with the extended term of this Agreement. Neither the Project Description, nor the Total Budget, nor any Task Budget may be amended without the prior written consent of NFWF.

17. **Term, Default and Termination.** The term of this Agreement is from the date of the last Party's signature to this Agreement until the date of the later to occur of: (a) receipt by Recipient of written acknowledgment from NFWF that NFWF has received satisfactory Final Reports and all other deliverables required hereunder and (b) receipt by NFWF of written acknowledgment from Recipient that Recipient has received all Funds required to be disbursed to it hereunder (in either case, the "Term"), unless sooner terminated in accordance with the terms and conditions set forth in this Section 17.

Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement, including but not limited to any failure by Recipient to perform the Work in accordance with the Total Budget, Task Budget(s), and schedule set forth in the Project Description, shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient. Any such Notice of Default shall describe in reasonable detail the basis for NFWF's determination of default and shall provide Recipient with a period of no less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If Recipient has not cured or, as the case may be, commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, NFWF may thereafter terminate this Agreement by a further written notice delivered to Recipient.

Recipient may terminate this Agreement by providing no less than thirty (30) days' prior written notice to NFWF.

In the event of termination of this Agreement prior to Recipient's expenditure or obligation of the maximum amount of Funds available hereunder, Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a. Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.
- b. Place no further Work orders or enter into any further contracts or subcontracts for materials, work, facilities, or other aspects of the Work.

- c. Terminate all pending Work orders, contracts, and subcontracts for Work that have not yet commenced.
- d. Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Work orders, contracts, and subcontracts related to the Work.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by Recipient with respect to the Work, whether completed or in progress.
- f. Return to NFWF any unobligated or unspent portion of the Funds then held by Recipient.

18. **Additional Support.** By entering into this Agreement, NFWF assumes no obligation to provide further funding or financial support to Recipient beyond the terms stated in this Agreement.

19. **Arbitration and Choice of Law.**

- a. All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.
- b. This Agreement shall be subject to and interpreted by the laws of the State of Alabama, without regard to choice of law principles. By entering into this Agreement, Recipient agrees to submit to the jurisdiction of the courts of the State of Alabama.
- c. The terms of this Section will survive termination of this Agreement.

20. **Compliance with Laws; Insurance; Indemnification.**

- a. In conducting its activities relating to the Work and performing its obligations under this Agreement, Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure all appropriate and necessary public or private permits and consents.

- b. Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by Recipient and associated with this Agreement in any way; will have NFWF named as an additional insured on all such policies; and will provide NFWF with appropriate Certificates of Insurance reflecting such additions within sixty (60) days after this Agreement is fully executed.
- c. Recipient shall indemnify and hold harmless NFWF and its officers, directors, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Work or Recipient's performance under this Agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- d. The terms of this Section will survive termination of this Agreement.

21. **Publicity.** Recipient agrees to give appropriate credit to the "National Fish and Wildlife Foundation" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. The Recipient hereby grants NFWF the right and authority to publicize NFWF's financial support for the Project and the Work in press releases, publications and other public communications.

If Recipient receives Acquisition Funds pursuant to this Agreement, Recipient agrees to maintain or cause to be maintained permanent signage on or near the Property Interest for which such Acquisition Funds were used naming NFWF as a funder of the property's acquisition, as appropriate.

22. **Disclaimers.** Payments made to Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement of the Work or any deliverables provided pursuant to the Agreement. All information submitted for publication or other public releases of information regarding this Agreement, the Project, or the Work shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views, or policies of the National Fish and Wildlife Foundation. Nothing contained herein constitutes an endorsement in any respect by the National Fish and Wildlife Foundation."

23. **Website Links.** Recipient agrees to permit NFWF to post a link on any or all of NFWF's websites to descriptions of the Work, the Project, or this Agreement.

24. **Evaluation.** Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project and this Agreement for a period of five (5) years after the date on which the Final Reports are provided.

25. **Access to Records.** NFWF and any of its duly authorized representatives shall have access to any books, documents, papers and records of Recipient that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of five (5) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting disbursements of Funds hereunder, Recipient agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit NFWF to verify the proper use and expenditure of the Funds disbursed to Recipient hereunder.

26. **Severability.** Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

27. **Binding Obligation.** This Agreement has been duly executed by a representative of Recipient with full authority to execute this Agreement and bind Recipient to the terms hereof. After execution by the representative of Recipient named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of Recipient, enforceable against Recipient in accordance with its terms.

**IN WITNESS WHEREOF**, both parties have signed this Agreement, intending to be bound legally.

**City of Gulf Shores, Alabama**

\_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**National Fish and Wildlife Foundation**

\_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Project Description**

[Page intentionally left blank. See next page.]

**Exhibit B**  
**Total Budget**

[Page intentionally left blank. See next page.]

**Exhibit C**  
**Form of Reimbursement Request**

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**Exhibit D**  
**Form of Acquisition Funds Request**

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SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**TO:** Mayor Craft & Members of the City Council  
**FROM:** Cindy King, Finance & Administration Director  
**SUBJECT:** 2016 Comprehensive Annual Financial Report (Audit)  
**DATE:** May 19, 2017

**ISSUE:** Annual City financial audit results - \$2,437,649 added to the City fund balance of \$24,017,712 resulting in a fund balance at 2016 year-end of \$26,455,361. No major findings were reported for the City.

**BACKGROUND:** City Financial Audit is conducted annually by the accounting firm Grant, Sanders & Taylor with an extensive review of city accounting records and procedures.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** None - Annual Audit Expense of \$66,000 for the City included in 2017 budget.

**RELATED ISSUES:** The City has received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for 6 consecutive years and will apply for the award for the 2016 audit as well.

**ATTACHMENTS:** 2016 Comprehensive Annual Financial Report

**DEPARTMENT:** Finance & Administration

**STAFF CONTACT:** Cindy King



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**TO:** Mayor Craft & Members of the City Council

**FROM:** Marcy Kichler, Revenue Supervisor

**SUBJECT:** Lyft, Inc Request for Franchise

**DATE:** June 5, 2017

**ISSUE:** In accordance with the City of Gulf Shores Code of Ordinances, §22-67, Lyft, Inc. is requesting a franchise to extend their transportation network company services to Gulf Shores.

**BACKGROUND:** Lyft, Inc is a Transportation Network Company based in San Francisco that provides ride sourcing services through use of their mobile app.

**PREVIOUS COUNCIL ACTION:** Transportation Network Company ordinance adopted establishing regulations for TNC operations within the City.

**BUDGET IMPLICATIONS:** Each franchisee pays a \$1000 annual franchise fee and is required to maintain a business license. Annual business license fees are based on gross receipts.

**RELATED ISSUES:** None

**ATTACHMENTS:** None

**DEPARTMENT:** Finance and Administrative Services, Revenue Division

**STAFF CONTACT:** Marcy Kichler

## FRANCHISE AGREEMENT

This Franchise Agreement is made and entered into by and between the City of Gulf Shores, Alabama (hereinafter "City") and Lyft, Inc., (hereinafter "Franchisee"), as of June 12, 2017.

### Recitals

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a Transportation Network Company within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a Transportation Network Company within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

- 1) Definitions. As used in this Franchise Agreement, terms shall have the meanings as detailed below.
- 2) Grant of Franchise. Franchisee is hereby granted a franchise to operate a transportation network company on the public rights of way of the City for the term and upon the terms and conditions set out below.
- 3) Term of Franchise. Unless sooner terminated, the term of this Franchise shall commence on June 12, 2017 and terminate on December 31, 2017.
- 4) Compliance with All Applicable Legal Requirements. Franchisee shall at all times be and remain in compliance with the municipal, state, and federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations. Specifically franchisee will comply with all provisions of the City of Gulf Shores Code of Ordinances, Chapter 22, Article III, regulating Transportation Network Companies.
- 5) General Provisions.
  - (A) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
  - (B) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the provision of Transportation Network Company services in Gulf Shores.
  - (C) Nothing in this Franchise is to be construed as a limitation on the City's authority to further regulate the business or operation of transportation network vehicles or other incidences of Franchisee's business or operations by municipal ordinance or on the City's plenary authority to regulate and control the use of its streets, alleys, and public ways.
  - (D) The grant and continuance of this Franchise is expressly conditioned on payment of an advance annual franchise fee in the amount of \$1000.00 each year during the term of this Franchise, on the payment of all expenses of publication of this Franchise when a statement is rendered, and on the payment to the City of the expense of preparation of this Franchise when a statement therefore is rendered by the City. Failure to make any such payment when due shall automatically render this Franchise void.
  - (E) Franchisee shall indemnify the City and its officers, agents and employees from any third party actions for damages of any character to any person, including personal injuries resulting in death or

property damaged by the conduct of Franchisee's business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage.

(F) In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to terminate this Franchise and all rights and privileges of the Franchisee hereunder in the event of a violation of any provision of this Franchise, including violation of any municipal, state, or federal law or regulation applicable to Franchisee’s business and operations, including, without limitation, any licensing or taxation law or regulation or any provision of the City of Gulf Shores Code of Ordinances, Chapter 22, Article III,regulating Transportation Network Companies. The City Council shall set a time for hearing on the matter of termination of this Franchise; and a notice of such hearing shall be given to the Franchisee at the address indicated below at least ten (10) days before the day set for said hearing. At the hearing the City Council shall hear all evidence offered by any party and all evidence that may be presented bearing upon the question of termination of this Franchise and shall determine whether this Franchise is terminated.

(G) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination or suspension of this Franchise Agreement, Franchisee shall reimburse City for all expenses incurred, including a reasonable attorney's fee, solely if City is the prevailing party in such action or actions.

Dated:\_\_\_\_\_

City of Gulf Shores, Alabama

ATTEST:

Robert Craft, Mayor

City Clerk

Lyft, Inc.\_\_\_\_\_

Franchisee

185 Berry St. Suite 5000, San Francisco, CA 94107

Address

Jeff Brandt\_\_\_\_\_

Contact name



SMALL TOWN, BIG BEACH™

## Memorandum

Date: 18 May 2017  
To: Mayor Craft  
City Council  
From: Danon Smith  
Cc: Steve Griffin  
Subject: Request to donate city surplus items to Boy Scout Troop 49

---

**BACKGROUND:** Recently the City Council approved the purchase of new chairs for the Civic Center from Hussey Seating. The old 678 chairs and 11 storage carts were declared surplus at the April 24, 2017 City Council meeting. Following this meeting, the Gulf Shores Boy Scout Troop 49 submitted a request for the City to donate 120 chairs and 2 associated storage carts. Two requests to transfer surplus items have also been received; one from the Police Department (30 chairs) and one from the Municipal Court (6 chairs). If Council approves this donation and the requested transfers, the remaining 522 chairs and 9 chair carts will be auctioned as planned this summer once the new chairs have been delivered and installed (anticipated completion by August 1, 2017).

**RECOMMENDATION:** Approve donation of chairs and storage carts to Boy Scout Troop 49 following the receipt and installation of newly purchased replacement chairs and racks.

**PREVIOUS COUNCIL ACTION:** None

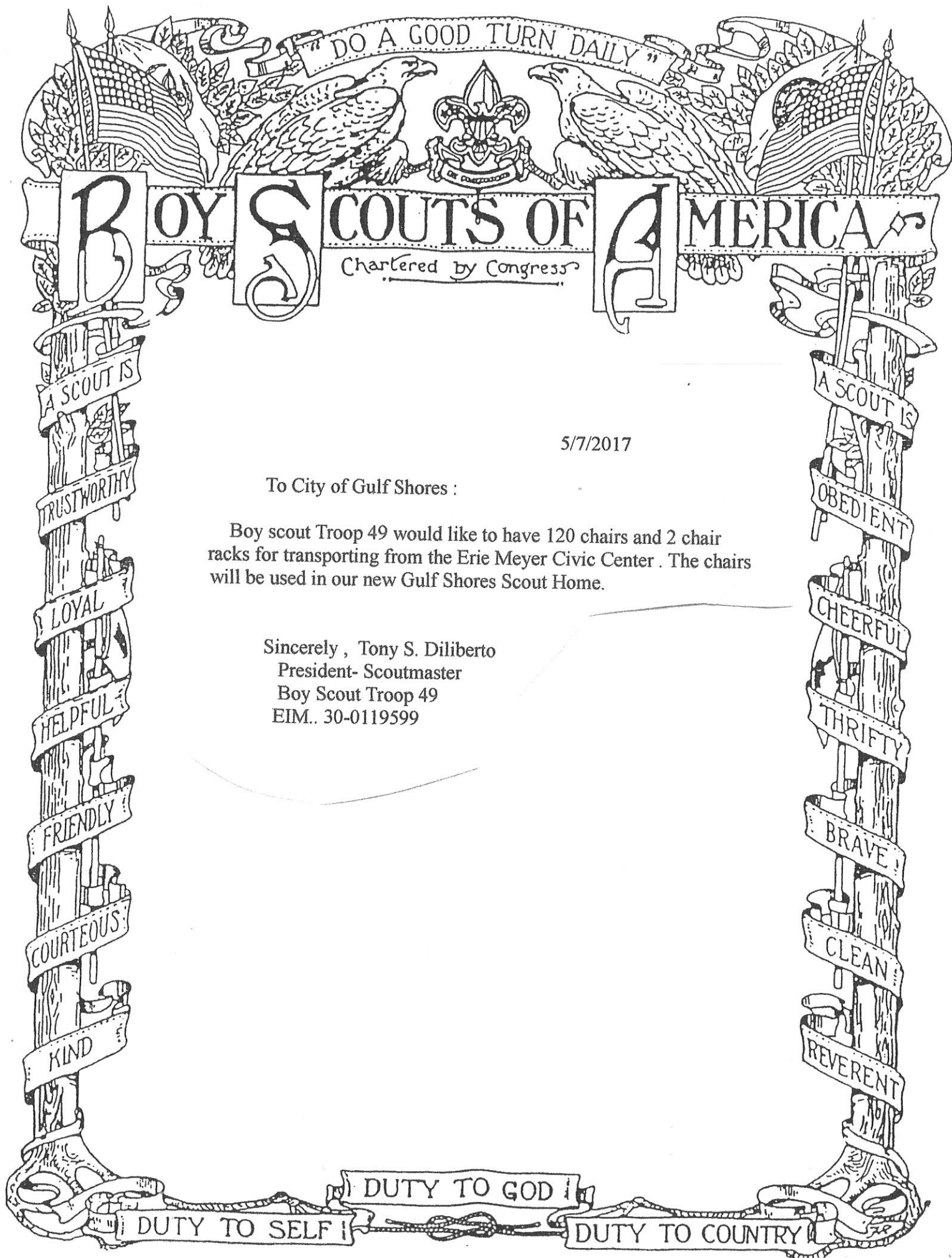
**BUDGET IMPLICATIONS:** None

**ATTACHMENTS:** Boy Scout Troop 49 Letter of Request, May 7, 2017

**DEPARTMENT:** Finance and Administrative Services

**STAFF CONTACT:** Cindy King, Director

Danon Smith, Purchasing Officer



DO A GOOD TURN DAILY

# BOY SCOUTS OF AMERICA

Chartered by Congress

5/7/2017

To City of Gulf Shores :

Boy scout Troop 49 would like to have 120 chairs and 2 chair racks for transporting from the Erie Meyer Civic Center . The chairs will be used in our new Gulf Shores Scout Home.

Sincerely , Tony S. Diliberto  
President- Scoutmaster  
Boy Scout Troop 49  
EIM.. 30-0119599

DUTY TO GOD

DUTY TO SELF

DUTY TO COUNTRY



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**DATE:** June 5, 2017

**BACKGROUND:** In order to meet the FAA Index A aircraft rescue and firefighting regulations at Jack Edwards National Airport, there must be a crash vehicle on standby for airport use. Therefore, the Airport Authority of the City of Gulf Shores purchased this vehicle and would like to donate it to the City of Gulf Shores Fire Department.

**ISSUE:** The City of Gulf Shores Fire Department is seeking Council approval to accept the donation of a 2008 Dodge Ram 3500 airport crash vehicle from The Airport Authority for utilization, as necessary, by the City of Gulf Shores Fire Department to provide aircraft rescue and firefighting service.

**RECOMMENDATION:** Approve authorizing Resolution accepting donation.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**ATTACHMENTS:** Airport Authority Resolution No. 685-17

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Hartly Brokenshaw

RESOLUTION NO. 685-17

A RESOLUTION REFLECTING THE DONATION OF A 2008  
DODGE RAM 3500 AIRPORT CRASH VEHICLE TO THE CITY  
OF GULF SHORES, ALABAMA FROM THE AIRPORT AUTHORITY OF  
THE CITY OF GULF SHORES, ALABAMA FOR THE PURPOSE OF MEETING  
INDEX A REQUIREMENTS AT THE JACK EDWARDS NATIONAL AIRPORT

---

BE IT RESOLVED BY THE AIRPORT AUTHORITY OF THE CITY OF  
GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JANUARY 23,  
2017 as follows:

Section 1. That the Airport Authority of the City of Gulf Shores reflect the  
donation of a 2008 Dodge Ram 3500 airport crash vehicle to the City of Gulf  
Shores, Alabama for the purpose of meeting Index A requirements at the Jack  
Edwards National Airport.

Section 2. That this Resolution shall become effective upon its adoption.

ADOPTED this 23<sup>rd</sup> day of January, 2017.

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
SECRETARY

**Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.**

**APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
AS REQUIRED BY SECTION 11-20 ET SEQ. OF  
THE CODE OF ORDINANCES OF  
THE CITY OF GULF SHORES, ALABAMA**

Date: 05/10/2017

ORGANIZATION/SPONSOR Heroes On the Water - South Alabama Chapter

ADDRESS 1902 Auburn Avenue Bay Minette, AL 36507

AGENT OR REPRESENTATIVE Brian S. Carson

TELEPHONE NUMBER (home) \_\_\_\_\_ (business) \_\_\_\_\_

Email ADDRESS southal@heroesonthewater.org

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:


- a. Purpose of the Public Assembly: Kayak fishing event for local veterans.  
\_\_\_\_\_
- b. Dates of the Assembly: 06/24/2017  
\_\_\_\_\_
- c. Time of the Assembly: from 7:00am to 2:00pm  
\_\_\_\_\_
- d. Estimated number of Participants/Attendees: 45-50  
\_\_\_\_\_
- e. Estimated number of Vendors: 0  
\_\_\_\_\_
- f. Location of Assembly (legal description of property if known) : Mo's Landing (Public boat launch on north side of Little Lagoon)  
\_\_\_\_\_
- g. Owner of Property: City of Gulf Shores  
\_\_\_\_\_

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- k. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
  - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
  - (2) Food and water supply and facilities
  - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished)
  - (4) Medical facilities and services including emergency vehicles and equipment
  - (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
  - (6) Camping and trailer facilities
  - (7) Illumination facilities
  - (8) Communications facilities
  - (9) **Signage - Signage placement must be shown on diagram, comply with the City's Zoning Ordinance (Ordinance #1584, Chapter 18, Article XVI, Signs) and be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.**
  - (10) Noise control and abatement
  - (11) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored)
  - (12) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the first day of the event.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
Page 3

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.

  
\_\_\_\_\_  
SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a. Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- b. Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- c. Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_
- d. Building Official: \_\_\_\_\_ Date: \_\_\_\_\_
- e. Planning & Zoning: \_\_\_\_\_ Date: \_\_\_\_\_
- f. Recreation & Cultural Affairs: \_\_\_\_\_ Date: \_\_\_\_\_
- g. City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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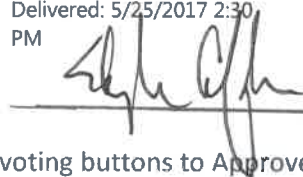
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Thursday, May 25, 2017 2:30 PM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Brandan Franklin; Mark Acreman; Grant Brown  
**Cc:** Matt Young; Wanda Parris; Noel Hand; Temple Smith; Alicia Talley; Jason Woodruff  
**Subject:** Assembly Permit- Heroes On The Water  
**Attachments:** SKM\_C25817052514170.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 5/25/2017 2:30 PM	Read: 5/25/2017 6:31 PM	Approve: 5/30/2017 10:57 AM
	Hartly Brokenshaw	Delivered: 5/25/2017 2:30 PM	Read: 5/25/2017 3:03 PM	Approve: 5/25/2017 3:22 PM
	Andy Bauer	Delivered: 5/25/2017 2:30 PM	Read: 5/25/2017 3:40 PM	Approve: 5/25/2017 3:40 PM
	Brandan Franklin	Delivered: 5/25/2017 2:30 PM		Approve: 5/25/2017 2:46 PM
	Mark Acreman	Delivered: 5/25/2017 2:30 PM	Read: 5/26/2017 11:21 AM	Approve: 5/30/2017 10:42 AM
	Grant Brown	Delivered: 5/25/2017 2:30 PM		Approve: 5/31/2017 3:07 PM
	Matt Young	Delivered: 5/25/2017 2:30 PM	Read: 5/25/2017 2:41 PM	Approve: 5/25/2017 4:14 PM
	Wanda Parris	Delivered: 5/25/2017 2:30 PM	Read: 5/30/2017 9:42 AM	Approve: 5/30/2017 9:42 AM
	Noel Hand	Delivered: 5/25/2017 2:30 PM	Read: 5/25/2017 4:16 PM	
	Temple Smith	Delivered: 5/25/2017 2:30 PM	Read: 5/25/2017 2:42 PM	
	Alicia Talley	Delivered: 5/25/2017 2:30 PM	Read: 5/25/2017 2:48 PM	
	Jason Woodruff	Delivered: 5/25/2017 2:30 PM		

*CITY ADMINISTRATOR*

 6/1/17

Please see the attached Assembly Permit and use your voting buttons to Approve/Reject. It is for Heroes on the Water.

Thanks,  
Emily ☺

**Emily Tidwell**  
Executive Office  
Administrative Assistant II  
PO Box 299  
203 Clubhouse Drive, Suite B  
Gulf Shores, AL 36542



SMALL TOWN, BIG BEACH™

## Memorandum

Date: 30 May 2017  
To: Mayor Craft  
City Council  
From: Matt Young  
Cc: Steve Griffin  
Subject: Memorandum of Understanding for 4<sup>th</sup> of July 2017 fireworks display

---

**BACKGROUND:** Previously the Department of Conservation and Natural Resources permitted the City of Gulf Shores to utilize Gulf State Park pier as 2016 4<sup>th</sup> of July fireworks launch site. The 2016 fireworks display proved to be a successful partnership which greatly benefited our citizens and visitors alike.

**RECOMMENDATION:** Approve a 2017 Memorandum of Understanding between the City of Gulf Shores and the Department of Conservation and Natural Resources, State Parks Division.

**PREVIOUS COUNCIL ACTION:** City Council had previously approved agreements to utilize Gulf State Park pier for fireworks displays in 2012 and 2016.

**BUDGET IMPLICATIONS:** \$8,000 for expenses have been approved in the 2017 operations budget

**ATTACHMENTS:** 2017 Memorandum of Understanding

**DEPARTMENT:** Recreation and Cultural Affairs

**STAFF CONTACT:** Matt Young, Assistant Director of Recreation & Cultural Affairs

**Memorandum of Understanding  
between  
The Department of Conservation and Natural Resources,  
State Parks Division, Gulf State Park  
and  
The City of Gulf Shores, Alabama**

This Memorandum of Understanding entered into between the **State of Alabama, Department of Conservation and Natural Resources, State Parks Division, Gulf State Park** (hereinafter "Gulf State Park" or "GSP") and The City of Gulf Sores, Alabama (hereinafter City of Gulf Shores" or "COGS") serves as a formal agreement for the purpose of allowing the **City of Gulf Shores** to use the Gulf State Park Pier for fireworks displays for the July 4, 2017, celebration during the times as described on the attached diagram as **Exhibit A**, attached to hereto and incorporated herein. For and in consideration of the terms and conditions contained herein, the parties agree as follows:

1. This agreement shall commence on the date of execution and is effective through July 5, 2017, at which time it will expire unless extended.
2. **GSP** agrees to allow **COGS** access to the Gulf State Park Pier for set-up and tear-down by the COGS' subcontractor, Pyro Shows, for the times allocated in **Exhibit A**.
3. **COGS** agrees that the Gulf State Park Pier will be left the same condition it was in prior to event set-up. **COGS** specifically agrees to be responsible for any and all damages or loss to Gulf State Park or the Gulf State Park Pier arising out of or connected with the fireworks display or event as contemplated herein. There will be an inspection of the Gulf State Park Superintendent and a representative from **COGS** prior to the fireworks and the next morning after the show.
4. **COGS** agree to provide fireworks at the Gulf State Park Pier for the times allocated on **Exhibit A**.
5. **COGS** agrees to provide **GSP** with certificates of property damage and liability insurance of no less than \$1,000,000.00 from any contractor or subcontractor assisting with or providing the set-up, removal or display of the fireworks at Gulf State Park Pier during the event as outlined in **Exhibit A**, naming the State of Alabama, Department of Conservation and Natural Resources, its officers and employees, as additional insureds under the policies.
6. **COGS** agrees to provide **GSP** with assistance for the clean-up of the beaches on both the east and west side of the Gulf State Park Pier during and immediately after the event is completed.
7. **COGS** agrees to pay **GSP** consideration in the amount of \$8,000 for the event. This payment will be made by COGS within 60 days of the completion of the fireworks.
8. **COGS** understands and agrees that no provision contained herein constitutes a fiscal or funding obligation by **GSP**.
9. **COGS** agrees that all marketing for the July 4th city events will include the partnership of the GSP.
10. **COGS** understands and agrees that **GSP** retains the right to determine the uses and management of the Gulf State Park Pier.
11. **COGS** agrees to conform to all federal, state, or local laws, regulations or ordinances related to activities contemplated herein.

12. **COGS** understands that any information furnished to the **GSP** under this instrument is subject to records requests under Ala. Code § 36-12-40 (1975).
13. The parties agree that modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
14. The parties agree that this agreement may be terminated in whole, or in part, at any time before the date of expiration.
15. **COGS** agrees that **COGS'** sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
16. **COGS** agrees to indemnify, protect and hold harmless the State of Alabama, Department of Conservation and Natural Resources, its officers, agents and employees, against any loss, cost, debt, claim, damage, judgement and/or expense suffered and/or incurred by the State of Alabama, Department of Conservation and Natural Resources, its officers, agents and employees, in connection with the activities and obligation herein.
17. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**STATE OF ALABAMA, DEPARTMENT OF  
CONSERVATION AND NATURAL RESOURCES:**

By: \_\_\_\_\_  
Christopher M. Blankenship, Acting Commissioner

**CITY OF GULF SHORES, ALABAMA:**

By: \_\_\_\_\_  
Robert Craft, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Wanda Parris, City Clerk

**Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.**

**APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
AS REQUIRED BY SECTION 11-20 ET SEQ. OF  
THE CODE OF ORDINANCES OF  
THE CITY OF GULF SHORES, ALABAMA**

Date: May 25, 2017

ORGANIZATION/SPONSOR The City of Gulf Shore

ADDRESS P O Box 299 Gulf Shores, Al 36547

AGENT OR REPRESENTATIVE Brigette Reynolds

TELEPHONE NUMBER (home) \_\_\_\_\_ (business) 251-968-1423

Email ADDRESS \_\_\_\_\_

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of the Public Assembly: 4th of July Fireworks Celebration
- b. Dates of the Assembly: 7/4/17
- c. Time of the Assembly: from 6:30pm to 9:30pm
- d. Estimated number of Participants/Attendees: 20,000+in city
- e. Estimated number of Vendors: 1
- f. Location of Assembly (legal description of property if known) : State pier 20115 State Highway 135 Gulf Shores, AL 36542
- g. Owner of Property: State of Alabama

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

APPLI CATI ON FOR PUBLI C ASSEMBLY PERM I T  
Page 2

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- k. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
  - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
  - (2) Food and water supply and facilities
  - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished)
  - (4) Medical facilities and services including emergency vehicles and equipment
  - (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
  - (6) Camping and trailer facilities
  - (7) Illumination facilities
  - (8) Communications facilities
  - (9) **Signage - Signage placement must be shown on diagram, comply with the City's Zoning Ordinance (Ordinance #1584, Chapter 18, Article XVI, Signs) and be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.**
  - (10) Noise control and abatement
  - (11) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored)
  - (12) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the first day of the event.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
Page 3

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.

\_\_\_\_\_  
SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a. Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- b. Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- c. Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_
- d. Building Official: \_\_\_\_\_ Date: \_\_\_\_\_
- e. Planning & Zoning: \_\_\_\_\_ Date: \_\_\_\_\_
- f. Recreation & Cultural Affairs: \_\_\_\_\_ Date: \_\_\_\_\_
- g. City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

=====

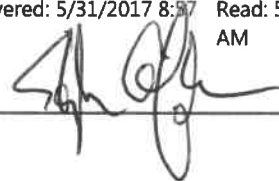
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Wednesday, May 31, 2017 8:57 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Brandan Franklin; Mark Acreman; Grant Brown  
**Cc:** Matt Young; Wanda Parris; Noel Hand; Temple Smith; Alicia Talley; Jason Woodruff  
**Subject:** Assembly Permit for 4th of July Fireworks  
**Attachments:** SKM\_C25817053108540.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 5/31/2017 8:57 AM		Approve: 6/1/2017 9:46 AM
	Hartly Brokenshaw	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 2:29 PM	Approve: 5/31/2017 2:43 PM
	Andy Bauer	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 9:05 AM	Approve: 5/31/2017 9:05 AM
	Brandan Franklin	Delivered: 5/31/2017 8:57 AM		Approved
	Mark Acreman	Delivered: 5/31/2017 8:57 AM		
	Grant Brown	Delivered: 5/31/2017 8:57 AM		Approve: 5/31/2017 3:03 PM
	Matt Young	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 9:09 AM	Approve: 5/31/2017 9:10 AM
	Wanda Parris	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 9:35 AM	Approve: 5/31/2017 9:35 AM
	Noel Hand	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 9:13 AM	Approve: 5/31/2017 2:39 PM
	Temple Smith	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 9:24 AM	
	Alicia Talley	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 9:08 AM	
	Jason Woodruff	Delivered: 5/31/2017 8:57 AM	Read: 5/31/2017 10:20 AM	

CITY ADMINISTRATOR

 6/1/17

Please review the following Assembly Permit for the 4<sup>th</sup> of July Fireworks and use your voting buttons to Approve/Reject.

Thank you,  
Emily ☺

Emily Tidwell

**Pyro Shows  
Crew Work Timeline  
Gulf Shores, Alabama  
July 4, 2017 Fireworks**

**Monday, July 3, 2017**

Pyro Shows tractor-trailer and crew will arrive at the State Park Pier in a place that has been designated as acceptable to the Fire Marshal, the Pier, and the City to begin off-loading all of the non-explosive equipment and material to build the fireworks show. Four to six City of Gulf Shores personnel will arrive with utility vehicles and trailers. Gulf Shores' workers will help Pyro Shows workers unload all of the racks that will be used in the show. Pyro Shows workers will nail the racks together to create three rack setups. Gulf Shores' workers will load the trailers and help the Pyro Shows workers set the setups out in the staging area and protect them from the weather. At whatever time this process is complete, work will be completed for the day.

**Tuesday, July 4, 2017- 7:00 AM**

The State Park Pier will be closed to the public and evacuated. Pyro Shows workers and Gulf Shores' workers will haul all the fireworks equipment to the end of the Pier. While the Gulf Shores workers deliver all of the fireworks setups (with no fireworks loaded) to the end of the Pier, the Pyro Shows workers will align all of the setups into their proper firing positions and begin running wire from the setups to the firing panel. The Gulf Shores workers will also bring the sand box components for 8" and 10" shells to the end of the Pier. The Pyro Shows workers will assemble the sandboxes and set the mortars inside the sandboxes on the Pier beams to provide additional support. The Gulf Shores workers will deliver sand and help the Pyro Shows workers fill the sandboxes with sand.

As soon as all construction work is complete, the fireworks will be delivered to the end of the Pier. No Gulf Shores workers will be involved in loading any of the mortars. All the Gulf Shores workers and equipment will be dismissed with the exception of one worker and golf cart that will remain on duty to be available if needed.

**Tuesday, July 4, 2017- 12 Noon**

Lunch will be delivered to the Pyro Shows crew at the end of the Pier.

State Park Pier will be re-opened to general public to a point beyond bath the bath house, but a separation distance between the general public and Pyro Shows crew of no less than 300' will be maintained for public safety.

**Tuesday, July 4, 2017- 6:00 PM**

Fire Marshal closed Pier to acceptable distance for show. No less than 700' for 10" shells.

**Tuesday, July 4, 2017- 9:00 PM**

Show begins.

**Tuesday, July 4, 2017- 9:20 PM**

Show ends.

**Tuesday, July 4, 2017- 9:30 PM**

Pyro Shows crew begins disconnecting wires.

**Tuesday, July 4, 2017- 10:00 PM**

Eight men and two gators provided by the City of Gulf Shores return to help clear off the pier.

**Tuesday, July 5, 2017- 6:00 AM**

All work will be completed and Pier will be clean.

**Pyro Shows  
Crew Work Timeline  
Gulf Shores, Alabama  
July 4, 2017 Fireworks**

**Monday, July 3, 2017**

Pyro Shows tractor-trailer and crew will arrive at the State Park Pier in a place that has been designated as acceptable to the Fire Marshal, the Pier, and the City to begin off-loading all of the non-explosive equipment and material to build the fireworks show. Four to six City of Gulf Shores personnel will arrive with utility vehicles and trailers. Gulf Shores' workers will help Pyro Shows workers unload all of the racks that will be used in the show. Pyro Shows workers will nail the racks together to create three rack setups. Gulf Shores' workers will load the trailers and help the Pyro Shows workers set the setups out in the staging area and protect them from the weather. At whatever time this process is complete, work will be completed for the day.

**Tuesday, July 4, 2017- 7:00 AM**

The State Park Pier will be closed to the public and evacuated. Pyro Shows workers and Gulf Shores' workers will haul all the fireworks equipment to the end of the Pier. While the Gulf Shores workers deliver all of the fireworks setups (with no fireworks loaded) to the end of the Pier, the Pyro Shows workers will align all of the setups into their proper firing positions and begin running wire from the setups to the firing panel. The Gulf Shores workers will also bring the sand box components for 8" and 10" shells to the end of the Pier. The Pyro Shows workers will assemble the sandboxes and set the mortars inside the sandboxes on the Pier beams to provide additional support. The Gulf Shores workers will deliver sand and help the Pyro Shows workers fill the sandboxes with sand.

As soon as all construction work is complete, the fireworks will be delivered to the end of the Pier. No Gulf Shores workers will be involved in loading any of the mortars. All the Gulf Shores workers and equipment will be dismissed with the exception of one worker and golf cart that will remain on duty to be available if needed.

**Tuesday, July 4, 2017- 12 Noon**

Lunch will be delivered to the Pyro Shows crew at the end of the Pier.

State Park Pier will be re-opened to general public to a point beyond bath the bath house, but a separation distance between the general public and Pyro Shows crew of no less than 300' will be maintained for public safety.

**Tuesday, July 4, 2017- 6:00 PM**

Fire Marshal closed Pier to acceptable distance for show. No less than 700' for 10" shells.

**Tuesday, July 4, 2017- 9:00 PM**

Show begins.

**Tuesday, July 4, 2017- 9:20 PM**

Show ends.

**Tuesday, July 4, 2017- 9:30 PM**

Pyro Shows crew begins disconnecting wires.

**Tuesday, July 4, 2017- 10:00 PM**

Eight men and two gators provided by the City of Gulf Shores return to help clear off the pier.

**Tuesday, July 5, 2017- 6:00 AM**

All work will be completed and Pier will be clean.

# Gulf State Park Pier July 4, 2017 fireworks



Expected Wind Direction



100' set  
back of  
small  
shells

300' set back  
during load  
in of shells

**Show Name:** City of Gulf Shores  
**Show Location:** Gulf Shores, AL  
**Show Time:** 9:00 PM

**Show Date:** July 4, 2017  
**Rain Date:** N/A

**Maximum Shell Size:** 10"  
**Safety Fallout Radius:** 700'

**Note:** Show is built 100' from end.

**Pyro Shows, Inc.**      **2/28/2017**  
**800-662-1331**      **LEH/sb**

Pier reopens to the public to this  
point at 12 noon of July 4th

Pier closes from this point to the  
end of Octi at 7am on July 4<sup>th</sup>

Pier closes from this point to  
the end of the Octi at 6pm July  
4<sup>th</sup>.

**Safety Fallout Zone  
Is 700' for 10" shells  
during show**

Entire pier is back open for business by 6am on July 5th, 2017.



SMALL TOWN, BIG BEACH™

Date: May 26, 2017

To: Mayor and Council

CC: Grant Brown, Matt Young

From: Brigitte Reynolds

Subject: July 4<sup>th</sup> Fireworks

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ISSUE: In keeping with the tradition of a July 4th celebration, it is my recommendation that the City of Gulf Shores contracts with Pyro Shows, Inc. to perform a fireworks display for the public. The quality of show they provide and their professionalism with attention to detail and safety always exceeds expectations. This annual event has become a staple during a peak time for tourists and an opportunity for making memories for our residents as they watch the sky light up over the Gulf. This contract would be for a term of one (1) year with an option to extend for four (4) additional years as shown on the Addendum B pricing schedule.

RECOMMENDATION: Accept contracts as presented

BACKGROUND: Pyro Shows Inc. has provided fireworks display for the past 6 years.

PREVIOUS COUNCIL ACTION: Contract approved by Resolution

BUDGET IMPLICATIONS: \$25,000 Budgeted

RELATED ISSUES: MOU with the State Park for use of pier on July 4<sup>th</sup> for fireworks display.

ATTACHMENTS: Assembly permit application; Pyro Shows contract

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Brigitte Reynolds

**PYRO SHOWS  
P.O. BOX 1776  
LAFOLLETTE, TN 37766**

**Contract Agreement**

This Agreement, made this 21<sup>st</sup> Day of April, 2017, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is 115 N. 1<sup>st</sup> Street, LaFollette, Tennessee 37766, and hereinafter referred to as **PYRO SHOWS** and **City of Gulf Shores** with its principle place of business located at P.O. Box 299, Gulf Shores in the State of Alabama hereinafter referred to as "Customer."

**WITNESSETH**

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

**I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "Show") pursuant to the display #17AL07-04-C-25763-00162 dated this 21<sup>st</sup> Day of April, 2017. The show will be given on the **4th Day of July 2017. Contract is for 2017 base year with four (4) additional year terms. The schedule of pricing is in Addendum B on page four (4) of this document.**

**II. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

**III. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

**IV. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

**V. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

**VI. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

**VII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

**VIII. PERMITS AND LICENSES:** Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the

laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

**IX. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

**X. ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

**XI. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

**XII. WORKER'S COMPENSATION/EMPLOYEES:** PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

**XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

**XIV. PAYMENT TERMS:** City of Gulf Shores shall pay PYRO SHOWS \$25,763.00 according to the terms and conditions set forth for presenting the Show. **Show is for \$25,500.00 fireworks display and \$263.00 fee for additional added insurance coverage for the State Park Pier.** Customer shall submit a 50% deposit (\$12,881.50) upon return of signed contract. Balance will be due in PYRO SHOWS office net 30 days of show.

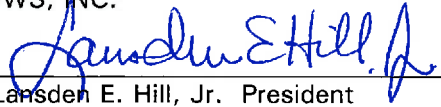
**XV. TAXES:** Customer shall be responsible for all applicable sales taxes.

**IMPORTANT:** Checks must be payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY:   
Lansden E. Hill, Jr. President

Date 4/24/2017

CUSTOMER

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Signature Print Name Title

#### WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

ADDENDUM "A"

**CONTRACT AGREEMENT  
BETWEEN PYRO SHOWS  
AND THE CITY OF GULF  
SHORES  
2017**

This addendum sets out the terms and conditions in extension or amendment of any terms or conditions otherwise set out in the Contract to which it is attached. In the extent of any conflict or inconsistency between the terms and conditions set out in the addendum and terms or conditions set out else wherein the contract, the provision of this Addendum shall control. It contains the complete understanding of the parties hereto and may not be amended, supplemented, varied or discharged except by an instrument in writing. The validity, construction and effect of this Contract shall be governed by the laws of the State of Alabama. The Contract between Pyro Shows, and the City of Gulf Shores, dated the 21<sup>st</sup> of April, for services performed as described in said contract, shall have the following items constituting an Addendum to Contract.

- I. **Security:** Pyro Shows Shores shall provide security personnel at the Fireworks Loading Site when Pyro Shows personnel are not working on site.
- II. **Insurance:** The following shall be named as additional insured: City of Gulf Shores, and Cassidy Brothers Construction. Should other marine equipment be used, said equipment owners shall also be lie insured.
- III. **Indemnifications and Liability:** Pyro Shows shall hold harmless and indemnify the City of Gulf Shores from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract or otherwise, that occur directly or indirectly from the failure of Pyro Shows to comply with its obligations and responsibilities as set forth in this addendum or contract, including attorney fees and costs. Pyro Shows, shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from the City of Gulf Shores, including, without limitation, loss of income, business or profits.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

\_\_\_\_\_  
Mayor Craft

City of Gulf Shores

\_\_\_\_\_  
Pyro Shows

**ADDENDUM "B"**

**CONTRACT EXTENSION  
AGREEMENT BETWEEN  
PYRO SHOWS AND THE  
CITY OF GULF SHORES**

**PRICING SCHEDULE**

**(for base year plus four (4) additional years if all parties are satisfied with new arrangements)**

<b>YEAR OF CONTRACT</b>	<b>SHOW BUDGET</b>	<b>ADDITIONAL INSURANCE FOR STATE PIER</b>	<b>TOTAL PRICE</b>
<b>2017</b>	<b>\$25,500.00</b>	<b>\$263.00</b>	<b>\$25,763.00</b>
<b>2018</b>	<b>\$26,300.00</b>	<b>\$270.00</b>	<b>\$26,570.00</b>
<b>2019</b>	<b>\$27,100.00</b>	<b>\$278.00</b>	<b>\$27,378.00</b>
<b>2020</b>	<b>\$27,900.00</b>	<b>\$286.00</b>	<b>\$28,186.00</b>
<b>2021</b>	<b>\$28,700.00</b>	<b>\$295.00</b>	<b>\$28,995.00</b>

# **Pyro Shows Crew Work Timeline Gulf Shores, Alabama July 4, 2017 Fireworks**

## **Monday, July 3, 2017**

Pyro Shows tractor-trailer and crew will arrive at the State Park Pier in a place that has been designated as acceptable to the Fire Marshal, the Pier, and the City to begin off-loading all of the non-explosive equipment and material to build the fireworks show. Four to six City of Gulf Shores personnel will arrive with utility vehicles and trailers. Gulf Shores' workers will help Pyro Shows workers unload all of the racks that will be used in the show. Pyro Shows workers will nail the racks together to create three rack setups. Gulf Shores' workers will load the trailers and help the Pyro Shows workers set the setups out in the staging area and protect them from the weather. At whatever time this process is complete, work will be completed for the day.

## **Tuesday, July 4, 2017- 7:00 AM**

The State Park Pier will be closed to the public and evacuated. Pyro Shows workers and Gulf Shores' workers will haul all the fireworks equipment to the end of the Pier. While the Gulf Shores workers deliver all of the fireworks setups (with no fireworks loaded) to the end of the Pier, the Pyro Shows workers will align all of the setups into their proper firing positions and begin running wire from the setups to the firing panel. The Gulf Shores workers will also bring the sand box components for 8" and 10" shells to the end of the Pier. The Pyro Shows workers will assemble the sandboxes and set the mortars inside the sandboxes on the Pier beams to provide additional support. The Gulf Shores workers will deliver sand and help the Pyro Shows workers fill the sandboxes with sand.

As soon as all construction work is complete, the fireworks will be delivered to the end of the Pier. No Gulf Shores workers will be involved in loading any of the mortars. All the Gulf Shores workers and equipment will be dismissed with the exception of one worker and golf cart that will remain on duty to be available if needed.

## **Tuesday, July 4, 2017- 12 Noon**

Lunch will be delivered to the Pyro Shows crew at the end of the Pier.

State Park Pier will be re-opened to general public to a point beyond bath the bath house, but a separation distance between the general public and Pyro Shows crew of no less than 300' will be maintained for public safety.

## **Tuesday, July 4, 2017- 6:00 PM**

Fire Marshal closed Pier to acceptable distance for show. No less than 700' for 10" shells.

## **Tuesday, July 4, 2017- 9:00 PM**

Show begins.

**Tuesday, July 4, 2017- 9:20 PM**

Show ends.

**Tuesday, July 4, 2017- 9:30 PM**

Pyro Shows crew begins disconnecting wires.

**Tuesday, July 4, 2017- 10:00 PM**

Eight men and two gators provided by the City of Gulf Shores return to help clear off the pier.

**Tuesday, July 5, 2017- 6:00 AM**

All work will be completed and Pier will be clean.

Pyro Shows, Inc  
LaFollette, TN 37766  
P. O. Box 1776  
LaFollette, TN 37766

# Deposit Invoice

Date \_\_\_\_\_

4/21/2017

Name / Address

City of Gulf Shores  
P. O. Box 299  
Gulf Shores, AL 36547

Project	P.O. No.	Show Date	Terms
Gulf Shores - July 4th	Independence 2017	7/4/2017	50% Dep w/Contract
Description	Deposit Due	Total	
Deposit Due per Contract Agreement - City of Gulf Shores Independence Celebration 07/04/2017	12,881.50	12,881.50	
Contract #17AL07-04C25763-000162 Total: \$25,763.00			
We appreciate your prompt payment.		<b>Total</b> \$12,881.50	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No., Ext):</b> 216-658-7100	<b>FAX (A/C, No):</b>
<b>INSURED</b> Pyro Shows of Alabama Inc. PO Box 1776 115 North 1st Street La Follette TN 37766	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Maxum Indemnity Company	
	<b>INSURER B:</b> Everest Indemnity Insurance Co.	
	<b>INSURER C:</b> Everest National Insurance Company	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2045702911

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8GL00230-161	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00004-161	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			EXC6020208	10/1/2016	10/1/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Fireworks Display: July 4, 2017  
Additional Insured: City of Gulf Shores; State of Alabama

**CERTIFICATE HOLDER****CANCELLATION**

Alabama Department of Conservation  
Gulf State Park Pier  
Gulf Shores AL 36547

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**DATE:** June 5, 2017

**ISSUE:** The following entity has applied for a 040 Retail Beer (on or off premises) and 060 – Retail Table Wine (on or off premises)

Mojos Restaurants Orange Beach LLC  
d/b/a The Tiki Bar  
22250 East Beach Blvd. Suite B  
Gulf Shores, AL 36542

A Notice of Public Hearing has been advertised setting the date of Monday, June 12, 2017 at 4:00 p.m. during the regularly scheduled Council Meeting for the Council to conduct a public hearing and vote on such license.

**RECOMMENDATION:** Approval is recommended subject to successful departmental inspections.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**DEPARTMENT:** Executive Department

**STAFF CONTACT:** Wanda Parris, City Clerk

Receipt Confirmation Page

Receipt Confirmation Number: **20170525084134666**

Application Payment Confirmation Number: **29694440**

Payment Summary	
Payment Item	Fee
Application Fee for License 040 and License 060	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
040 - RETAIL BEER (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)

License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

License County: BALDWIN

Business Type: LLC

Trade Name: **THE TIKI BAR**

Applicant Name: **MOJOS RESTAURANTS ORANGE BEACH LLC**

Location Address: **22250 EAST BEACH BLVD; SUITE B**  
**GULF SHORES, AL 36542**

Mailing Address: **PO BOX 100**  
**GULF SHORES, AL 36547**

Contact Person: **FRED PENINGER**

Contact Home Phone:

Contact Business Phone: **251-978-6922**

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:



SMALL TOWN, BIG BEACH

## **COUNCIL AGENDA ITEM SUMMARY**

**DATE:** June 5, 2017

**ISSUE:** Board Reappointment – Gulf Shores Utilities Board – Philip Harris  
Board Reappointment – Building Board of Adjustments & Appeals – Sted McCollough

**BACKGROUND:** Philip Harris's term on the Gulf Shores Utilities Board expires June 5, 2017; he has agreed to continue to serve and would like to be reappointed. Sted McCollough's term on the Building Board of Adjustments and Appeals will expire on June 8, 2017; he has agreed to be reappointed.

**RECOMMENDATION:** Confirm reappointment of Philip Harris to the Gulf Shores Utilities Board to serve a full term of six (6) years. Confirm reappointment of Sted McCollough to the Building Board of Adjustments & Appeals to serve a full term of four (4) years.

**PREVIOUS COUNCIL ACTION:** Previous Board Reappointments.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**DEPARTMENT:** Executive

**STAFF CONTACT:** Wanda Parris, City Clerk